



BOARD OF EQUALIZATION & REGULAR CITY COUNCIL MEETING
December 27, 2022 - 7:00 PM
Public Comment – 6:30 PM
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

- [1.](#) Resolution 2022-230 levying a special tax and assessment in the amount of \$362.11 against 249 W. Washington (Jensens PT 1/2 Frac BLK 12) to pay the costs of weed and debris removal and assessment

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

1. Motion to adopt current agenda for the December 27, 2022 Regular Meeting

MAYOR COMMENTS

(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS:

- [2.](#) Resolution 2022-231 considering an application of a Class D Liquor License filed by OAS, LLC dba Fremont Gas & Market, at 740 N. Davenport Ave

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items

unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

- [3.](#) Motion to approve December 14, 2022 through December 27, 2022 claims and authorize checks to be drawn on the proper accounts
- [4.](#) Dispense with and approve December 13, 2022 City Council Meeting Minutes and Community Development Agency Meeting Minutes
- [5.](#) Receive November 2022 animal reports
- [6.](#) Resolution 2022-232 to allow for the billing of fire services of the Fremont Fire Department and adoption of the fee schedule
- [7.](#) Resolution 2022-233 authorizing donation acceptance from the Arbor Vitae Chapter 92, Order for the Eastern Star in Fremont for purchase of thermal imagers and battery powered extrication/rescue tools
- [8.](#) Resolution 2022-234 authorizing Mayor to sign Comprehensive Annual Banner Permit for the year 2023 with the Nebraska Department of Transportation
- [9.](#) Resolution 2022-235 certifying that the City of Fremont has met its requirements of the 2022 Maintenance Agreement No. 11 with the Nebraska Department of Transportation and to authorize the Mayor to sign the Certificate of Compliance
- [10.](#) Resolution 2022-236 authorizing the Mayor to sign the quote with SirsiDynix, securing necessary services for the Library to set up a new myLIBRO Mobile App
- [11.](#) Resolution 2022-237 authorizing the Mayor to sign the agreement with ConverSight.ai, LLC, securing necessary services for the Library to set up a new mobile app myLIBRO
- [12.](#) Resolution 2022-238 authorizing a Three Year Support Agreement with Siemens for Lon D. Wright Power Plant Induced Draft Fan Variable Frequency Drive
- [13.](#) Resolution 2022-239 to authorize the mayor to sign the Administrative Services Agreement with Blue Cross Blue Shield of Nebraska for the 2022-2023 plan year
- [14.](#) Resolution 2022-240 awarding the Contract for Civil Service online recruiting software to InterviewNow
- [15.](#) Receive Northeast Nebraska Economic Development District report
- [16.](#) Resolution 2022-241 to approve a 3 year extension of the existing support contract for the Shortel administrative phone system for the 911 and Police Departments
- [17.](#) Resolution 2022-243 to award bid to TMI Coating Inc. for Sand and Paint of Exterior Slides and Mushroom Features at Splash Station pool and authorize Mayor to sign contract
- [18.](#) Resolution 2022-244 authorizing the Mayor to sign lease for the old airport terminal building with the Nebraska Wing of the Civil Air Patrol

UNFINISHED BUSINESS: Requires individual associated action

NEW BUSINESS: Requires individual associated action

- [19.](#) Resolution 2022-245 authorizing the naming of the alley adjacent to the Dodge County Courthouse “Fred Mytty Way” in recognition of 48 years of public service
- [20.](#) Ordinance 5633 for approval of Utility Salary Ordinance (consider request to move to final reading)
- [21.](#) Resolution 2022-246 approving and confirming the appointment of the Interim City Engineer/Public Works Director as Justin Zetterman
- [22.](#) Ordinance 5634 to change the speed limit for Johnson Road from E. Military Ave. to E. 16th Street to 35 miles per hour
- [23.](#) Resolution 2022-247 authorizing placement of a “Stop” sign at the intersection of 29th Street and Yager Road for westbound traffic on 29th Street
- [24.](#) Resolution 2022-248 authorizing placement of “Stop” signs at the intersections of East 19th Street and North Park Avenue, North D Street, North C Street, North Union Street and North Platte Street for traffic on the Northbound/Southbound streets
- [25.](#) Resolution 2022-249 authorizing the purchase of primary general liability with Everest National Insurance Company (Everest) and excess insurance with Associated Electric & Gas Insurance Services Limited
- [26.](#) Ordinance 5635 repealing chapter 11, Article 3, Section 11-314.10 - Public Meetings and Hearings, and repealing and replacing Chapter 2, Article 1, Section 2-106 Agenda for meetings of the Fremont Municipal Code

ADJOURNMENT

Agenda posted at the Municipal Building on December 21, 2022 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on December 21, 2022. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk’s Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

§2-109 Audience / Participant; Rules of Conduct.

The following rules are established for audience members and participants at a Council meeting:

1. At the discretion of the presiding officer, any person may address the Council, on any agenda item; however, questions to City officials or staff, other speakers, or members of the audience are not permitted and will not be answered.
2. Any person wishing to address the Council shall first state their name and address
3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.
4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.
5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.
6. Profanity or raised voice is not permitted.
7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

The following additional rules are established and applicable for public participants at an Open Public Comment Period or Study Session meeting:

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda for any Study Session, or any regular City Council meeting.
10. A priority to speak at Open Public Comment Periods and Study Session shall be given to those speakers who reside within the City limits, or within the ETJ (Extra-Territorial Jurisdiction – a two (2) mile radius of the City limits) of Fremont, and then, as time allows, to those who do not.
11. Member of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: December 27, 2022
SUBJECT: Nuisance Lien

Recommendation: Move to approve Resolution 2022-230

Background: Owner has been billed for work completed by the Street Department as ordered by the Building Department. The bill remains unpaid after two months. State Statute allows the City to file a lien against the property. An additional \$20.00 is charged to cover the cost of filing and releasing the lien. Owners on record when the work was completed are as follows:

Owner	Location	Amount
ARG PROPERTY GROUP INC	249 W WASHINGTON (JENSENS PT W ½ FRAC BLK 12)	\$362.11

Fiscal Impact: reimbursement of \$362.11

CITY OF FREMONT
CITY CLERK OFFICE
400 EAST MILITARY
FREMONT NE 68025
402-727-2633

INVOICE

October 4, 2022

ARG Property Group Inc
49 Pratt St
Essex, CT 06426-1122

The property at 249 W Washington Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on September 23, 2022

CLEAN UP OF PROPERTY AT 249 W Washington, Fremont, Nebraska (Jensens PT W1/2 Frac Blk 21, 270034342)

Labor	\$	187.11	
Equipment	\$	155.00	
Disposal Fees	\$	-	
	\$	<u>342.11</u>	total amount due

This must be paid or payment arrangements made by December 3, 2022. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2633.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2628

TO: ARG PROPERTY GRP INC 270034342
49 PRATT ST
ESSEX, CT 06426

INVOICE NO: 16266
DATE: 9/30/22

CUSTOMER NO: 1386/1386

TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	249 W WASHINGTON-JENSENS PT W1/2 FRAC BLK 21	342.11	342.11

TOTAL DUE: \$342.11

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/30/22 DUE DATE: 11/29/22
CUSTOMER NO: 1386/1386

NAME: ARG PROPERTY GRP INC 270034342
TYPE: DB - DEBRIS/WEED CLEANUP

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 16266
TERMS: NET 60 DAYS

AMOUNT: \$342.11

RESOLUTION NO. 2022-230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT NEBRASKA, LEVYING A SPECIAL TAX AND ASSESSMENT IN THE AMOUNT OF \$362.11 AGAINST 249 W WASHINGTON (JENSENS PT W ½ FRAC BLK 12) TO THE CITY OF FREMONT, AS SURVEYED, PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA (OWNER: ARG PROPERTY GROUP INC) TO PAY THE COSTS OF WEED AND DEBRIS REMOVAL AND ASSESSMENT.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as 249 W WASHINGTON (JENSENS PT W ½ FRAC BLK 12) to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against 249 W WASHINGTON (JENSENS PT W ½ FRAC BLK 12) to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: ARG PROPERTY GROUP INC) in Dodge County, Nebraska, a special assessment in the amount of \$362.11 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 27TH DAY OF DECEMBER, 2022.

JOEY SPELLERBERG, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: December 27, 2022

SUBJECT: Class D Liquor License for OAS, LLC dba Fremont Gas & Market, at 740 N. Davenport Ave.

<p>Recommendation: 1) Conduct public hearing, 2) Move to approve Resolution 2022-231, recommending approval of Class D liquor license application of OAS, LLC dba Fremont Gas & Market, at 740 N. Davenport Ave.</p>

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. The Resolution has been drafted for approval. If a motion is made to make no recommendation, no recommendation with stipulations or denial, then an amendment to the resolution will be necessary.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE (402) 471-2571
FAX (402) 471-2814
EMAIL lic@nebraska.gov
WEBSITE www.lcc.nebraska.gov

License
Class: D

125406

RECEIVED

NOV 30 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW REPLACING

TOP Yes/No

Hot List Yes No

Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME OAS LLC

TRADE (DBA) NAME Fremont ^{Gas} Fuel & Market

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Lesley Chavez 4027195396

CONTACT EMAIL ADDRESS fremontfuelmarket@gmail.com

Crum h x

o

Deed

Form 100 pg 6 #10

Form 100 pg 8

Business Plan

Deed or lease

Purch agree not in

name of OAS LLC

important cards

No Fe Submitted

Pay Part
\$400

12-5-22



2200013353

FORM 100
11 JULY 2022
PAGE 1

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY**
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☐
- ☒ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- ☐ E BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ Class K Catering endorsement (Form 106 and \$100 application fee) expires with underlying retail license
- ☐ Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☒

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE
LICENSE IS ISSUED**

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert FORM 104)
- ☐ Partnership License (requires insert FORM 105)
- ☐ Corporate License (requires FORM 101 & FORM 103)
- ☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES ☐ NO ☐

PREMISES INFORMATION

Trade Name (doing business as) ^{Gas} Fremont Fuel & Market

Street Address 740 N Davenport Ave

City Fremont

County Dodge

5

Zip Code 68025 +3885

Premises Telephone number 402-620-4522

Business e-mail address fremontfuelmarket@gmail.com

Is this location inside the city village corporate limits

YES

X

NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Same as Premises

Street Address

City

State

Zip Code

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 100 x width 100 in feet

Is there a basement? Yes

No X

If yes, length

x width

in feet

Is there an outdoor area? Yes

No X

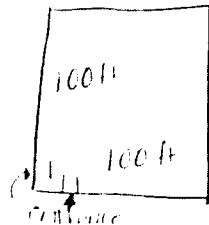
If yes, length

x width

in feet

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Lesley Chavez	07/2020	Wahoo, NE	Speeding ticket	corrected with stop class
Humberto Chavez Chavez	09/2022	Fremont, NE	Speeding ticket	paid fine
Humberto Chavez Chavez	07/2005	Schuyler, NE	Zero tolerance violation	amended
Marilyn Velez	03/2008	Columbus, NE	assult & probation violation	
Marilyn Velez	05/2009	Columbus, NE	MIP	guilty

2. Was this premise licensed as liquor licensed business within the last two (2) years?

☒ YES ☐ NO

If yes, provide business name and license number **QUIK PIK - 111855**

3. Are you buying the business of a current retail liquor license?

☐ YES ☒ NO

If yes, give name of business and liquor license number

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

☐ YES ☒ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

NAME	DATE OF CONVICTION	WHERE	DESCRIPTION	DISPOSITION
Alfredo Velez	03/1983	North Platte, NE	DUI	Amended
Alfredo Velez	11/2003	Fremont, NE	Violated tobacco tax law	Court dismissal

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☒ YES ☐ NO

If yes, list the lender(s) Pinnacle Bank

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☐ YES ☒ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

☐ YES ☒ NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Pinnacle Bank - Lesley Chavez, Humberto Chavez

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Blushore LLC (Lesley & Humberto Chavez) #124995 1440 W Military Ave Fremont, NE 68025

Rocio M DeVelez #083926 350 N D St, Fremont, NE 68025

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 Affidavit of Non-Participation.
- Partnership: All partners and spouses; spouses are exempt if they filed Form 116 Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Lesley Chavez	2008	completed program with previous job
Rocio Morales DeVelez	2008	completed program in omaha, ne but do not have a certificate

Experience

Applicant Name Job Title	Date of Employment	Name & Location of Business
Lesley Chavez/manger/owner	09/2022	Lakeshore Manna Convenience Store 1440 W Military Ave. Fremont NE 68025
Rocio Morales deVelez/owner	01/2003	Tienda Mexicana Guerrero 350 N D Street, Fremont, NE 68025
Marilyn Velez/manager	09/2022	Tienda Mexicana Guerrero 350 N D St, Fremont, NE 68025

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 X Purchase Agreement _____

14. When do you intend to open for business? 12/01/2022

15. What will be the main nature of business? Gas Station/Convenience Store

16. What are the anticipated hours of operation? 7am-9apm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Alfredo Velez, Fremont, NE	1998	Present	Rocio Morales DeVelez Fremont, NE	1998	Present
Chrisopher Velez, Fremont, NE	1998	Present	Marilyn Velez Fremont, NE	2008	Present
			Marilyn Velez Schuyler, NE	2000	2008
Humberto Chavez Chavez, Elkhorn, NE	2012	Present	Lesley Chavez, Elkhorn, NE	2012	Present

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE -

PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**


Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)


Lesley Chavez
Printed Name of **APPLICANT**

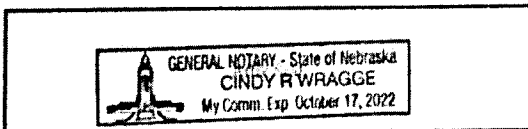
State of Nebraska, County of Dodge

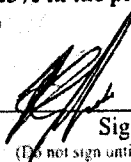
The foregoing instrument was acknowledged before me this

May 20, 2022
(Date)

By Lesley Chavez
Name of person(s) signing document in front of Notary


Notary Public Signature




Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Humberto Chavez Chavez
Printed Name of **SPOUSE**

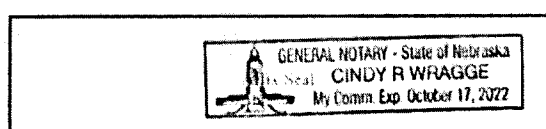
State of Nebraska, County of Dodge

The foregoing instrument was acknowledged before me this

May 20, 2022
(Date)

By Humberto Chavez Chavez
Name of person(s) signing document in front of Notary


Notary Public Signature



NOV 30 2022

All members including spouse(s), are required to adhere to the following requirements:

- Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Name and information of contact member must be listed on following page

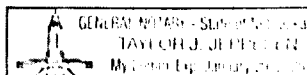
Home Phone Number 402 719 5316

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

name of person signing document in front of notary

Notary Public Signature

$$\text{AlF}_3 + \text{NaCl} \rightarrow$$


List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Chavez First Name: Lesley MI: R
Social Security Number [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Humberto Chavez Chavez
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 100%

Last Name: Chavez Chavez First Name: Humberto MI:
Social Security Number [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Lesley R. Chavez
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 100%

Last Name: Velez First Name: Marilyn MI:
Social Security Number [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Christopher Lee Velez
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 100%

Last Name: Velez First Name: Christopher MI: L
Social Security Number [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Marilyn Velez
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 100%

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name Velez Gomez

First Name Alfredo

MI

Social Security Number

Date of Birth

Spouse Full Name (indicate N/A if single) Rocio Morales deVelez

Spouse Social Security Number

Date of Birth

Percentage of member ownership 100%

Last Name Rocio Morales deVelez

First Name: Rocio

MI

Social Security Number

Date of Birth

Spouse Full Name (indicate N/A if single) Alfredo Velez Gomez

Spouse Social Security Number

Date of Birth

Percentage of member ownership 100%

Last Name

First Name:

MI

Social Security Number

Date of Birth:

Spouse Full Name (indicate N/A if single)

Spouse Social Security Number

Date of Birth:

Percentage of member ownership

Last Name

First Name

MI

Social Security Number

Date of Birth

Spouse Full Name (indicate N/A if single)

Spouse Social Security Number

Date of Birth

Percentage of member ownership

Is the applying Limited Liability Company controlled by another corporation company?

☐ YES

☒ NO

If yes, complete controlling corporation insert form 185

Indicate the company's tax year with the IRS (Example January through December)

Starting Date January Ending Date December

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID # _____

Nebraska Secretary of State

OAS LLC

Wed Nov 30 14:05:15 2022

SOS Account Number

2208159045

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

REGISTERED AGENTS INC

200 S 21ST ST, STE 400A

LINCOLN, NE 68510

Designated Office Address

20432 SARATOGA CIRCLE

ELKHORN, NE 68022

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Aug 09 2022

Next Report Due Date

Jan 01 2023

Associated Entities

Account Number	Name	Type	Status
2211206151	FREMONT GAS AND MARKET	Trade Name	Active

Filed Documents

Filed documents for OAS LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Aug 09 2022	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**CERTIFICATE OF ORGANIZATION
OF**

OAS LLC

A NEBRASKA LIMITED LIABILITY COMPANY

Pursuant to Nebraska Revised Statute 21-117 et seq. (or the corresponding section of any future law of this state), the undersigned organizer hereby adopts the following Articles:

ARTICLE 1

Name

The name of the Limited Liability Company is:
OAS LLC

ARTICLE 2

Principal and Mailing Address

The complete street address of the Limited Liability Company's initial designated office is:
20432 Saratoga Circle, Elkhorn, Nebraska 68022

ARTICLE 3

Purpose

The purpose for which the Limited Liability Company is organized is to conduct any and all lawful business for which limited liability companies can be organized pursuant to Nebraska statute.

ARTICLE 4

Registered Agent

4.01 The name of the initial registered agent is:
Registered Agents Inc.

4.02 The street address of the initial registered agent is:
200 S 21st St, STE 400A, Lincoln, Nebraska 68510

ARTICLE 5

Duration

The duration of the Limited Liability Company shall be perpetual.

ARTICLE 6

Management

The limited liability company shall be Member-Managed.

ARTICLE 7

Initial Members

The initial members of the Limited Liability Company and their addresses are as follows:

Alfredo Velez Gomez	20432 Saratoga Circle, Elkhorn, Nebraska 68022
Rocio Morales de Velez	20432 Saratoga Circle, Elkhorn, Nebraska 68022
Humberto Chavez Chavez	20432 Saratoga Circle, Elkhorn, Nebraska 68022
Lesley Rocio Chavez	20432 Saratoga Circle, Elkhorn, Nebraska 68022
Christopher Lee Velez	20432 Saratoga Circle, Elkhorn, Nebraska 68022
Marilyn Velez	20432 Saratoga Circle, Elkhorn, Nebraska 68022

ARTICLE 8

Additional Members

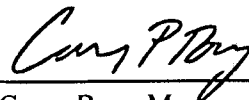
Additional members may be added if all Members unanimously consent to such addition in accordance with the Limited Liability Company Operating Agreement.

ARTICLE 9

Organizer

The name and mailing address of the organizer is Corey Bray, Manager of LegalNature LLC,
8 The Green, Suite 4336, Dover, DE 19901.

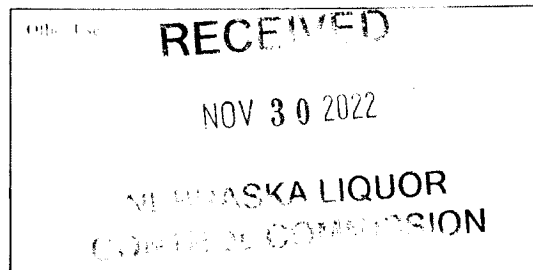
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization on
the 4 day of August 2022.

A handwritten signature in cursive script, reading "Corey P. Bray", written over a horizontal line.

Corey Bray, Manager of LegalNature LLC
Organizer

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: **OAS LLC**

Premise information

Liquor License Number: _____ **Gas** _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: **Fremont Fuel & Market**

Premise Street Address: **740 N Davenport Ave**

City: **Fremont** County: **Dodge** Zip Code: **68025 + 3885**

Premise Phone Number: **4026204522**

Premise E-mail address: **fremontfuelmarket@gmail.com**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Chavez First Name: Lesley MI: R
Home Address: 20432 Saratoga Circle
City: Elkhorn County: Douglas Zip Code: 68022 +5280
Home Phone Number: 4027195396
Driver's License Number & State: [REDACTED] Nebraska
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Chilpancingo, Mexico
Email address: lesley.chavez11@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Chavez Chavez First Name: Humberto MI:
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED] Nebraska
Date Of Birth: [REDACTED] Place Of Birth: Chihihualco, Mexico

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Elkhorn, Nebraska	2012	Present	Same		

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2018 Present	Tienda Mexicana Guerrero	Alfredo Velez	4027190635
2015 2018	Ameriprise Financial	Sharon Kresse	4024323506

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Lesley Chavez	07/2020	Wahoo, NE	speeding ticket	corrected with stop class
Humberto Chavez Chavez	09/2022	Fremont, NE	speeding ticket	paid fine
Humberto Chavez Chavez	07/2005	Schuyler, NE	zero tolerance violation	amended
Marilyn Velez	03/2008	Columbus, NE	assult & probation violation	
Marilyn Velez	05/2009	Columbus, NE	MIP	guilty
separate page attached				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☒ YES ☐ NO

IF YES, list the name of the premise(s):

Lakeshore Marina Convenience Store #124995

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4 List the alcohol related training and/or experience (when and where) of the person making application

*NLCC Training Certificate Issued

Name on Certificate

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Lesley R Chavez	2008	completed program with owner of my previous job but was not issued a certificate
Rocio M deVelez	2008	completed program but does not have the certificate

*For list of NLCC Certified Training Programs see training

Experience

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Lesley Chavez/owner/manager	09/2022	LakeShore Marina 1440 W Military Ave Fremont, NE 68025
Lesley Chavez/ manager	2018-2022	Tienda Mexicana Guerrero 350 N D St Fremon, NE 68025
		all members of the LLC have experience from working at Tienda Mexicana Guerrero.

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

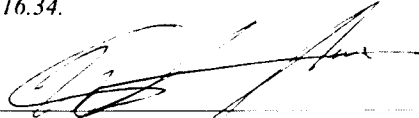
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

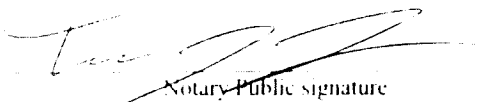
State of Nebraska

County of Boone

The foregoing instrument was acknowledged before me this

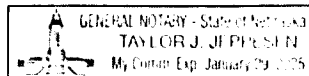
11-23-2022
date

by Lesley Chavez and Michael Chavez
NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

NAME	DATE OF CONVICTION	WHERE	DESCRIPTION	DISPOSITION
Alfredo Velez	03 1983	North Platte, NE	DUI	Amended
Alfredo Velez	11/2003	Fremont, NE	Violated tobacco tax law	Court dismissal

PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE (402) 471-2571
FAX (402) 471-2814

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NOV 30 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol.
It is recommended to make payment through the **NSP PayPort** online system at www.ns.gov/2011SD
Or a check made payable to **NSP** can be mailed directly to the following address
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
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Please Submit this form with your completed application to the Liquor Control Commission

Trade Name Fremont Fuel and Market

Name of Person Being Fingerprinted: Gregory D. Chavez

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: June 2022

Location where fingerprints were taken: Fremont, NE

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # _____

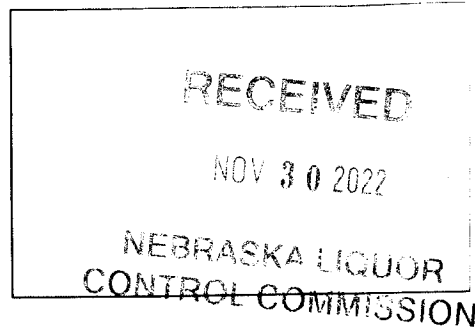
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☒

Gregory Chavez
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV. JUNE 2021

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE (402) 471-2571
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The Nebraska State Patrol - CID Division
4600 Innovation Drive
Lincoln, NE 68521

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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Fremont Fuel and Market

Name of Person Being Fingerprinted: Humbert Lowell Chappel

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: June 2022

Location where fingerprints were taken: Fremont Police Dept

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission - fingerprints completed for a previous application less than 2 years ago? YES ☒

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PRIVACY ACT STATEMENT/
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Lincoln, NE 68521

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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Fleming Fuel Corp LLC

Name of Person Being Fingerprinted: Marilyn Velez

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 10/27/22

Location where fingerprints were taken: Fleming NE Police Station

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission - fingerprints completed for a previous application less than 2 years ago? YES ☐

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PRIVACY ACT STATEMENT/
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www.nebraska.gov/licensing

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*****Please Submit this form with your completed application to the Liquor Control Commission*****

Trade Name _____

Name of Person Being Fingerprinted: Christopher Lee Velez

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 11/10/22

Location where fingerprints were taken: Element Police Station

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission - fingerprints completed for a previous application less than 2 years ago? YES ☐

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Freemont Fuel & Market

Name of Person Being Fingerprinted: Alfredo Velez Gomez

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 10/27/22

Location where fingerprints were taken: Freemont NE Police Station

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
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Fingerprint cards should be submitted with the application

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, C.R.S. 16.34.*

*****Please Submit this form with your completed application to the Liquor Control Commission*****

Trade Name Fremont Fuel and Market

Name of Person Being Fingerprinted: Rocio Morales DeVelez

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 10/27/22

Location where fingerprints were taken: Fremont NE Police Station

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission -- fingerprints completed for a previous application less than 2 years ago? YES ☐

Rocio Morales DeVelez

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PASSE
PASSE
PASAPORTE

Type / Type Type / Type Passport No. / No. du Passeport / No. do Passaporto

P

587445194

Surname /

CHAVEZ

Given Names / Prénoms / Nombres

LESLEY ROCIO

Nationality / Nationalité / Nationalidad

UNITED STATES OF AMERICA

Date of birth / Fecha de nacimiento: 1970-01-01

Lugar de nacimiento

MEXICO

Date of issue / Date de délivrance / Fecha de expedición

02 JUL 2018

Date of expiration / Date d'expiration / Fecha de caducidad

01 Jul 2028

Endorsements / Mentions Sponsors / Anotaciones

SEE PAGE 27

Se / Sexe / Sexo

F

Authority / Autorité / Autoridad

United States

Department of State

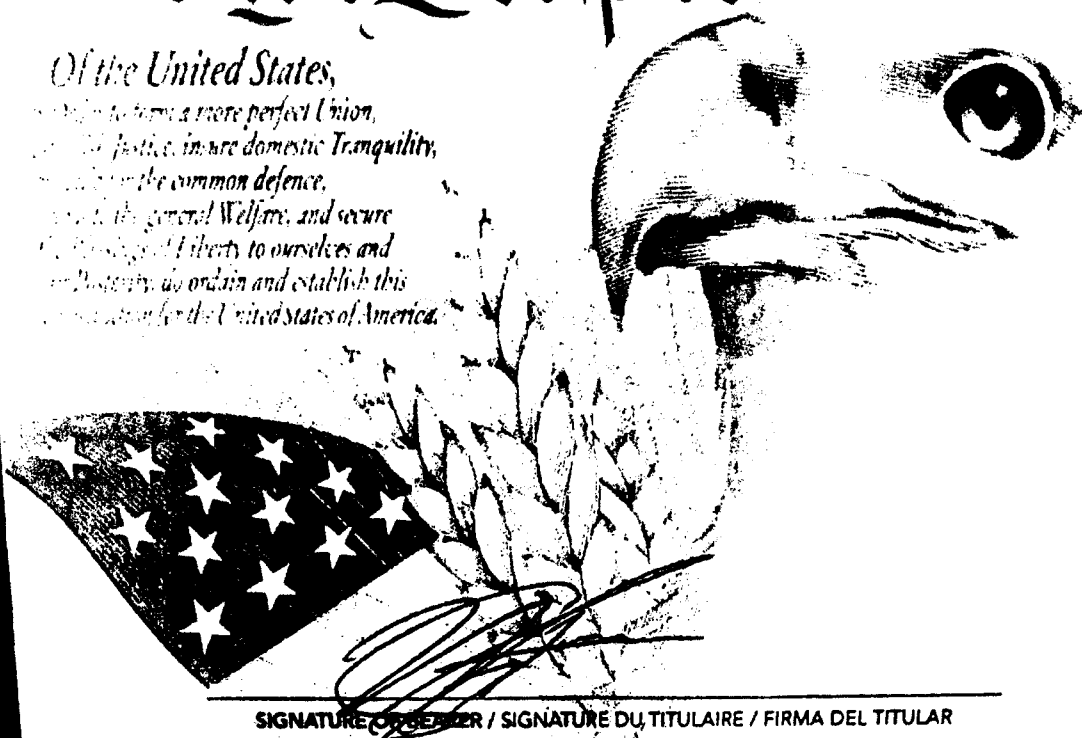
USA

P<USACHAVEZ<<LESLEY<ROCIO<<<<<<<<<<<<<<<<<<

5874451949USA9004104F2807018341156623<216150

Of the United States,

to form a more perfect Union,
to establish Justice, insure domestic Tranquility,
to provide for the common defence,
to promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

**PASSPORT
PASSEPORT
PASAPORTE**

UNITED STATES OF AMERICA

USA 594876117

Charmes et ombres

HUMBERTO
Nationality / Nacionalidad / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

MEXICO

Date of issue / Date de délivrance / Fecha de expedición

25 Jun 2018

Date of expiration / Date d'expiration: Technica 2024/2025

24 Jun 2028

Endorsements / Mentions Spéciales / Anotações:

SEE PAGE 27

Sex : Sexe / Sexo

N

Authority / Autorité / Autoridad

United States

Department of State

USA

P<USACHAVEZ<CHAVEZ<<HUMBERTO<<<<<<<<<<<<<<<<<

5948761176USA8504102M2806240172969179<602706

^{Gas}
~~FUEL~~
FREMONT FUEL AND MARKET
Business Plan

The business plan for Fremont Fuel and Market, 740 N Davenport Ave Fremont, NE 68025, is to continue running the gasoline station like the previous owners. Take full advantage of the kitchen and provide fast food options for the people in the neighborhood and drivers leaving town. We will partner with Phillips 66 and brand the gas station and install new pumps and signs. The inside will be a mini mart with a wide variety of products and drinks.

NEBRASKA DOCUMENTARY STAMP TAX
October 12, 2022 \$ 1,822.50
By: CG
202205609

DOCUMENT#: 202205609
Recorded 10-12-2022 at 12:49 PM
Carol Givens
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 1 Fee: \$10.00

Return to:
Premier Land Title Company
9719 Gilles Road
LaVista, NE 68128

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That CCC Real Estate Holding Co., LLC, a Delaware Limited Liability Company, GRANTOR, whether one or more, in consideration of Two dollars (\$2.00) and other good and valuable consideration received from GRANTEE, OAS, LLC conveys to GRANTEE the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Dodge County.

The West 85 feet and the East 80 feet of the North 140 feet of the West 165 feet of Lot 8, Block 16, Danport Third Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of record; and a pro-rated share of current real estate taxes and subsequent taxes and assessments;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed 8/17/2022

CCC Real Estate Holding Co.,
LLC, a Delaware Limited Liability Company

By: *Gary M. Golden*
Gary M. Golden, Senior Vice President/Manager

State of New York)
County of Nassau) ss.

The foregoing instrument was acknowledged before me on the 17th day of August 2022, by Gary M. Golden, Senior Vice President/Manager of CCC Real Estate Holding Co., LLC, a Delaware Limited Liability Company.

Witness my hand and official seal.

(SEAL)

MARYANN BARRUCCO
Notary Public, State of New York
No. 01BA6396611
Qualified in Nassau County
Commission Expires 8/6/2024

Maryann Barrucco
Notary Public
My Commission Expires: 08/06/2024

PAYPORT

NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 76944450

12/5/2022 10:19 AM

Status: **APPROVED**
Customer Name: OAS LLC
Type: Visa
Credit Card Number: **** * 1082

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	75100718	\$400.00

Applicant Name:: **OAS LLC**Trade Name (DBA):: **Fremont Fuel & Market**Address:: **740 Davenport Ave**City:: **Fremont**State:: **Nebraska**Zip Code:: **68025**Phone Number:: **4027195396**Email Address:: **Fremontfuelmarket@gmail.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96



**FREMONT
POLICE
DEPARTMENT**

JEFFREY J. ELLIOTT
Chief of Police

725 North Park Avenue
Fremont, Nebraska 68025

Case FPD2205627

Printed on December 9, 2022

Status	Approved
Report Type	Case
Primary Officer	Kurt Pafford
Reported At	12/07/22 14:14
Incident Date	12/07/22 14:14
Incident Code	LIC : Licensing Checks
Location	740 DAVENPORT AVE, FREMONT, NE 68025
Zone	District 1 & 3
Beat	
Court	None
Ereferral County	None
Disposition	Report Taken
Disposition Date/Time	12/09/22 09:37
Review for Gang Activity	None
Dangerous/Potentially Dangerous Animal Notice Issued	No
Mental/Behavioral Health	No

Offense Information

Offense	Liquor License Application Investigation
Statute	Liquor Lic App
NIBRS Code	
Counts	1
Offense Details	Committed
Include in NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Convenience Store
Entry Forced	No

Dispatch Information

CFS #	CFS2239496				
Location	725 N PARK AV, FREMONT, NE				
Incident Code	LIC : Licensing Checks				
Occurred Between	12/07/22 14:14:35 and				
Assigned	14:15:07	Enroute	14:15:07	On Scene	14:15:07
				Completed	14:15:07

Other

CHAVEZ, LESLEY R

20432 SARATOGA CIR
ELKHORN, NE 68022

Manager: Liquor Lic App - Liquor License Application
Investigation - Committed

FREMONT GAS & MARKET

740 DAVENPORT AVE
FREMONT, NE 68025

Business: Liquor Lic App - Liquor License Application
Investigation - Committed

(402) 620-4522 Business

Primary Narrative By Kurt Pafford, 12/09/22 09:28

On 12/6/2022 a Nebraska Liquor License application was received for a new convenience store/gas station business being opened at 740 Davenport Ave. The name of the new business will be Fremont Gas & Market. The location was previously occupied by a convenience store but has been closed for some time. The manager of the business will be Lesley Chavez, and the owners/employees of the business will be her and five other family members. Lesley and her family also operate two other successful retail businesses in Fremont, and also have liquor licenses at those locations. There have been very few law enforcement calls for service at the other two businesses. I recommend approval of this application.

Sgt. Kurt Pafford S3

Fremont Police Department
Liquor License Application Investigative Report

Name of Business: Fremont Gas & Market

Business Address: 740 N Davenport Ave, Fremont NE 68025

Business Phone #: 402-620-4522

Business Owner (s): Lesley Chavez, Humberto Chavez Chavez, Marilyn Velez, Christopher Velez, Alfredo Velez Gomez, Rocio Morales de Velez

Business Owner's Address (s): 20432 Saratoga Cir. Elkhorn, NE

Owner's Daytime Phone Number: 402-719-5396

- 1. Type of Investigation:** ☒ Purchase of Business
 ☐ Upgrade of Existing License (From ___ to ___)
 ☐ Expansion of Present Business
 ☐ Renewal - Long Form
 ☐ New and additional License
 ☐ Transfer of Location
 ☐ Manager / Employees
- 2. Type of License:** Class - D – Beer, Wine, Distilled Spirits Off Sale Only
- 3. Type of Business:** ☐ Hotel / Motel
 ☐ Liquor / On / Off Sale only
 ☐ Restaurant / Food Service
 ☐ Entertainment
 ☒ Other Convenience Store
- 4. Type of Ownership:** ☐ Corporation (LLC)
 ☐ Partnership
 ☐ Individual
 ☒ Limited Liability Company (LLC)
- 5. Financial Information :** Previous Years Gross Sales – *Newly Purchased Business*
 (Estimation) \$ - Estimated Annual Payroll
 \$ - Estimated Gross Income
 % Food % Non-Alcohol Beverage % Liquor
- 6. Premise Information:** ☒ Commercial ☐ Industrial ☐ Residential
- Estimated Seating Capacity:** Estimated # of Customers per day - unknown
- Premise days of operation:** DAYS/WEEK – 7 days a week
- Premise hours of operation:** 7am-9pm

7. Type of Food Service: X Microwave X Grill X Kitchen

8. Employees: # 3- Full Time # 0 - Part Time

Are any of the employees under 21 years of age? no

Have any of the employees ever been arrested and/or convicted of any criminal offense?
No

9. Manager Information: Name: Lesley Chavez
 Address: 20432 Saratoga Cir. Elkhorn, NE
 Phone # 402-719-5396
 Driver's License # State__

Length of time as owner: Newly Purchased

Is anyone other than the manager responsible for the daily operation of the business?
Yes the other owners/employees will be

10. Number of Licenses within competitive distance: 2

11. Does the establishment have gaming? No

12. Does the establishment sell tobacco products? Yes

13. Has this establishment's owners or any employee of this establishment ever been before the Nebraska Liquor Control Commission in a disciplinary hearing? No

14. Please give the approximate number of police service calls to this establishment during the last year. New Business

15. Is anyone other than those individuals previously listed, drawing a percentage of the profits of this establishment? No

16. Please enclose copy of lease agreement.

Date received by Fremont Police Department 12/6/2022

Date of Completed Investigation

12/9/2022

Signature of Investigating Officer

K Pafford 53

Date of Hearing by Governing Body

Governing Body Recommendation:

Signature of Applicant

Jesley Chance

Date

12/13/22

Printed Name of Applicant

Jesley Chance

Notary

Jennifer A. Erickson

signed & dated before
me on 12/13/22

State of Nebraska - General Notary
JENNIFER A. ERICKSON
My Commission Expires
March 3, 2026

Falsification of any part of this application may result in criminal and civil penalties.

RESOLUTION NO. 2022-231

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
CONSIDERING AN APPLICATION FOR A CLASS D LIQUOR LICENSE FOR OAS,
LLC DBA FREMONT GAS & MARKET, AT 740 N. DAVENPORT AVE., FREMONT,
NE 68025**

WHEREAS, an application was filed by OAS, LLC dba Fremont Gas & Market, at 740 N. Davenport Ave., Fremont, NE 68025 for a Class D liquor license; and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on December 15, 2022; and,

WHEREAS, a public hearing was held on December 27, 2022 for the purpose of discussing such liquor license application; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY
OF FREMONT, NEBRASKA**, that:

The City of Fremont hereby recommends approval of the above identified liquor license application

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dan Goebel, Director of Finance
DATE: December 27, 2022
SUBJECT: Claims

Recommendation: Move to approve December 14 through December 27, 2022 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email December 21, 2022. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting. The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next City Council meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on January 5, 2023, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City's third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Flexible spending claims paid by the City's third-party administrator Rocky Mountain Reserve.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly.
- Workers compensation claims paid by the City's third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool, Omaha Public Power District, Department of Energy/WAPA, and Cottonwood Wind Project.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Central Plains Energy Project (CPEP), Public Energy Authority of Kentucky (PEAK), and Minnesota Community Energy (MCE).
- Coal purchases from Navajo Transitional Energy Co. and Peabody Coal, and freight charges to Union Pacific, as well as Pete Lien & Sons for lime and ADA Carbon Solutions for carbon, both for the Unit 8 scrubber.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- Bond principal and interest payments to BOK Financial NA.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, bank analysis fees, register of deeds fees, and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

Fiscal Impact:	City/Governmental funds claims total	\$ 986,020.26
	Utility funds claims total	<u>3,353,609.03</u>
	Total of all claims	\$ <u>4,339,629.29</u>

Prepared 12/21/22, 9:46:57

Page 41

Pay Date 12/22/22

Direct Deposit Register

Primary FIRST NATIONAL BANK

Program PR530L

Account		Social Security	Deposit	
Number	Employee Name		Amount	

Final Total 276,479.98 Count 173

PREPARED 12/21/2022 10:00:09
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 12212022 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	12/22/2022
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2022
Disbursement year/per	2023/03
Payment date	12/22/2022

PROGRAM: GM339L

AS OF: 12/22/2022 PAYMENT DATE: 12/22/2022

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20221222	00	CEI PR1222	00	12/22/2022	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	83,134.02
						VENDOR TOTAL *	.00	83,134.02
0004234 20221222	00	DEPARTMENT OF UTILITIES C S PR1222	00	12/22/2022	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	550.70
						VENDOR TOTAL *	.00	550.70
0005193 20221222	00	DEPARTMENT OF UTILITIES PAYROLL PR1222	00	12/22/2022	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	71,246.47
						VENDOR TOTAL *	.00	71,246.47
0003226 20221208 20221222	00	FRATERNAL ORDER OF POLICE #37 PR1208 PR1222	00	12/22/2022 12/22/2022	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	EFT: EFT:	1,050.00 1,050.00
						VENDOR TOTAL *	.00	2,100.00
0004629 20221222	00	INTERNAL REVENUE SERVICE PR1222	00	12/22/2022	001-0000-201.00-00	PAYROLL SUMMARY	87,030.38	
						VENDOR TOTAL *	87,030.38	
0006970 20221222	00	INTL ASSN OF FIREFIGHTERS PR1222	00	12/22/2022	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	978.20
						VENDOR TOTAL *	.00	978.20
0007145 20221222	00	MCCARTNEY CHAPTER 13 TRUSTEE, ERIN PR1222	00	12/22/2022	001-0000-201.00-00	PAYROLL SUMMARY	277.00	
						VENDOR TOTAL *	277.00	
0003205 20221208 20221222	00	NEBRASKA PUBLIC EMPLOYEES LOCAL 251 PR1208 PR1222	00	12/22/2022 12/22/2022	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	425.00 400.00	
						VENDOR TOTAL *	825.00	
			00	General Fund		BANK TOTAL *	88,132.38	158,009.39
						EFT/EPAY TOTAL ***		158,009.39
						TOTAL EXPENDITURES *****	88,132.38	158,009.39
					GRAND TOTAL	*****		246,141.77

PREPARED 12/21/2022 7:54:25
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 12212022 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	12/28/2022
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2022
Disbursement year/per	2023/03
Payment date	12/28/2022

PROGRAM: GM339L

AS OF: 12/28/2022

PAYMENT DATE: 12/28/2022

City of Fremont

General Fund

BANK: 00

VEND NO	SEQ#	VENDOR NAME									EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT

0000959	00	ACE HARDWARE									
129677/3		PI1148	043380	00	12/28/2022	001-2027-452.30-56	BLANKET PURCHASE ORDER		7.56		
129730/3		PI1152	043380	00	12/28/2022	001-2027-452.30-56	BLANKET PURCHASE ORDER		3.16		
129703/3		PI1149	043380	00	12/28/2022	012-2025-431.30-33	BLANKET PURCHASE ORDER		9.99		
129703/3		PI1150	043380	00	12/28/2022	012-2025-431.30-79	BLANKET PURCHASE ORDER		1.79		
129716/3		PI1151	043380	00	12/28/2022	012-2025-431.30-79	BLANKET PURCHASE ORDER		26.94		
VENDOR TOTAL *									49.44		
0005572	00	AMERICAN BIO MEDICA CORP									
0280597-IN		PI1290	043818	00	12/28/2022	001-1209-421.30-79	GENERAL		116.13		
VENDOR TOTAL *									116.13		
0006298	00	AMERICAN UNDERGROUND SUPPLY LLC									
S100023621-001		PI1240	043691	00	12/28/2022	012-2025-431.30-79	FIELD PURCHASE ORDER		570.83		
VENDOR TOTAL *									570.83		
0000977	00	ANIMAL MEDICAL CLINIC									
282296		PI1208	043869	00	12/28/2022	001-1410-421.20-99	GENERAL		147.90		
VENDOR TOTAL *									147.90		
0003467	00	APCO INTERNATIONAL INC									
936396-79476		PI1297	043891	00	12/28/2022	001-1209-421.20-13	GENERAL		675.00		
VENDOR TOTAL *									675.00		
0006846	00	AT&T MOBILITY LLC									
3648X12112022		PI1307	043497	00	12/28/2022	001-1206-422.20-12	GENERAL		499.36		
5708X12112022		PI1314	043453	00	12/28/2022	001-1209-421.20-12	GENERAL		613.32		
VENDOR TOTAL *									1,112.68		
0004311	00	BAUER BUILT INC									
880093710		PI1264	043384	00	12/28/2022	012-2025-431.20-60	BLANKET PURCHASE ORDER		112.00		
880093710		PI1265	043384	00	12/28/2022	012-2025-431.30-56	BLANKET PURCHASE ORDER		82.00		
VENDOR TOTAL *									194.00		
0002719	00	BLUETARP FINANCIAL/NORTHERN TOOL									
51419155		PI1294	043853	00	12/28/2022	001-2027-452.30-33	BLANKET PURCHASE ORDER		219.69		
VENDOR TOTAL *									219.69		
0003009	00	BODY BASICS									
1-184592		PI1206	043865	00	12/28/2022	001-1206-422.20-60	GENERAL		229.00		
1-184592		PI1207	043865	00	12/28/2022	001-1206-422.30-56	GENERAL		41.45		
VENDOR TOTAL *									270.45		
0004035	00	BOMGAARS SUPPLY INC									
16808673		PI1153	043385	00	12/28/2022	001-2027-452.30-56	BLANKET PURCHASE ORDER		25.99		
16812964		PI1266	043385	00	12/28/2022	001-2027-452.30-56	BLANKET PURCHASE ORDER		43.47		
VENDOR TOTAL *									69.46		
0002902	00	BORDER STATES / KRIZ-DAVIS									

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002902 925442434	00	BORDER STATES / KRIZ-DAVIS PI1224 043403 00	00	12/28/2022	001-2027-452.30-33	BLANKET PURCHASE ORDER	74.97	
						VENDOR TOTAL *	74.97	
0006577 1418	00	C-R MENN CONCRETE LLC PI1283 043634 00	00	12/28/2022	012-2025-431.30-69	FIELD PURCHASE ORDER	1,220.00	
						VENDOR TOTAL *	1,220.00	
0006534 088410 088473	00	CAPPEL AUTO SUPPLY INC PI1175 043419 00 PI1176 043419 00	00	12/28/2022 12/28/2022	001-2027-452.30-56 001-2027-452.30-56	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	59.35 44.96	
						VENDOR TOTAL *	104.31	
0003816 4203 4314	00	CITY OF BLAIR PI1213 043880 00 PI1214 043880 00	00	12/28/2022 12/28/2022	034-0790-421.20-32 034-0790-421.20-32	GENERAL GENERAL	680.55 772.16	
						VENDOR TOTAL *	1,452.71	
0004040 2022	00	CITY OF WAHOO PI1212 043879 00	00	12/28/2022	001-1209-421.20-32	GENERAL	45,638.00	III CORPS 2023 MATCH
						VENDOR TOTAL *	45,638.00	
0005994 224127	00	CONSOLIDATED MANAGEMENT CO PI1184 043479 00	00	12/28/2022	001-1209-421.20-13	GENERAL	109.35	
						VENDOR TOTAL *	109.35	
0006082 21-145233 21-27725	00	CREDIT MANAGEMENT SERVICES INC 000176 000177	00	12/28/2022 12/28/2022	001-1206-342.02-00 001-1206-342.02-00	WEGNER, DEBRA TEDROW, JONATHAN	61.53 62.53	
						VENDOR TOTAL *	124.06	
0001643 1053100	00	CULLIGAN OF OMAHA PI1276 043452 00	00	12/28/2022	001-1209-421.20-99	GENERAL	119.10	
						VENDOR TOTAL *	119.10	
0006979 501513682	00	DIAMOND VOGEL PI1286 043766 00	00	12/28/2022	012-2025-431.30-76	FIELD PURCHASE ORDER	977.50	
						VENDOR TOTAL *	977.50	
0002897 5028512	00	DIERS INC PI1154 043389 00	00	12/28/2022	001-1209-421.30-63	BLANKET PURCHASE ORDER	251.52	
						VENDOR TOTAL *	251.52	
0001313 1368461	00	DILLON CHEVROLET FREMONT INC, SID PI1155 043390 00	00	12/28/2022	012-2025-431.30-63	BLANKET PURCHASE ORDER	6.35	
						VENDOR TOTAL *	6.35	
0004221 3994875	00	DULTMEIER SALES PI1242 043738 00	00	12/28/2022	001-2027-452.30-56	BLANKET PURCHASE ORDER	313.22	

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City of Fremont

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BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004221	00	DULTMEIER SALES						
						VENDOR TOTAL *	313.22	
0003087	00	EAKES OFFICE SOLUTIONS						
8627697-0		PI1239 043658 00	12/28/2022	001-1002-415.30-79	BLANKET PURCHASE ORDER		540.00	
8628227-0		PI1256 043895 00	12/28/2022	001-1209-421.30-31	GENERAL		55.63	
8612808-0		PI1260 043901 00	12/28/2022	001-2029-451.30-31	BLANKET PURCHASE ORDER		165.20	
						VENDOR TOTAL *	760.83	
0003279	00	EMERGENCY MEDICAL PRODUCTS INC						
2507155		PI1238 043638 00	12/28/2022	001-1206-422.30-33	GENERAL		1,274.92	
						VENDOR TOTAL *	1,274.92	
0003940	00	FBINNA-NEBRASKA INC						
27206/ELLIOTT		JPI1299 043904 00	12/28/2022	001-1209-421.20-93	GENERAL		130.00	
						VENDOR TOTAL *	130.00	
0001131	00	FREMONT TRIBUNE						
1109611		PI1177 043420 00	12/28/2022	001-1003-415.20-33	BLANKET PURCHASE ORDER		167.33	
1124152		PI1229 043420 00	12/28/2022	001-1003-415.20-33	BLANKET PURCHASE ORDER		32.22	
1124166		PI1230 043420 00	12/28/2022	001-1003-415.20-33	BLANKET PURCHASE ORDER		391.30	
1125495		PI1232 043420 00	12/28/2022	001-2024-416.20-33	BLANKET PURCHASE ORDER		40.21	
1125119		PI1231 043420 00	12/28/2022	029-2034-466.20-33	BLANKET PURCHASE ORDER		46.79	
						VENDOR TOTAL *	677.85	
0006550	00	GALLAGHER RISK MANAGEMENT, ARTHUR J						
4512262		PI1300 043911 00	12/28/2022	029-2034-466.20-47	BLANKET PURCHASE ORDER		4,847.00	
						VENDOR TOTAL *	4,847.00	
9999999	00	GARCIA, EDWIN						
199458 GARCIA		000178 00	12/28/2022	001-0000-202.04-00	GARCIA, EDWIN/MAIN ARENA		250.00	
						VENDOR TOTAL *	250.00	
0001139	00	GERHOLD CONCRETE CO INC						
367131		PI1156 043400 00	12/28/2022	012-2025-431.30-69	BLANKET PURCHASE ORDER		990.00	
367231		PI1222 043400 00	12/28/2022	012-2025-431.30-69	BLANKET PURCHASE ORDER		436.45	
367268		PI1223 043400 00	12/28/2022	012-2025-431.30-69	BLANKET PURCHASE ORDER		1,046.00	
						VENDOR TOTAL *	2,472.45	
0007046	00	HOUSEAL LAVIGNE ASSOCIATES LLC						
5881		PI1144 040686 00	12/28/2022	001-2024-416.20-31	GENERAL		13,238.40	
5882		PI1145 040686 00	12/28/2022	001-2024-416.20-31	GENERAL		250.00	
						VENDOR TOTAL *	13,488.40	
0001920	00	HUSKER CHEM SALES						
0085010-IN		PI1289 043799 00	12/28/2022	012-2025-431.30-32	FIELD PURCHASE ORDER		3,284.46	
						VENDOR TOTAL *	3,284.46	
0001167	00	HY-VEE						

BANK: 00

VEND NO	SEQ#	VENDOR NAME									EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT

0001167	00	HY-VEE									
48525578328		PI1159	043401	00	12/28/2022	001-1206-422.30-79	BLANKET PURCHASE ORDER		210.26		
48525517615		PI1157	043401	00	12/28/2022	001-2029-451.30-41	BLANKET PURCHASE ORDER		77.39		
48525531598		PI1158	043401	00	12/28/2022	012-2025-431.30-79	BLANKET PURCHASE ORDER		15.94		
							VENDOR TOTAL *		303.59		
0007103	00	INSIGHT PUBLIC SECTOR INC									
1101003430		PI1197	043816	00	12/28/2022	001-1209-421.30-33	BLANKET PURCHASE ORDER		490.86		
							VENDOR TOTAL *		490.86		
0003074	00	JACKSON SERVICES INC									
DEC 2022		PI1269	043421	00	12/28/2022	001-1013-432.20-99	BLANKET PURCHASE ORDER		148.39		
DEC 2022		PI1270	043421	00	12/28/2022	001-1206-422.20-91	BLANKET PURCHASE ORDER		91.83		
DEC 2022		PI1271	043421	00	12/28/2022	001-1209-421.20-91	BLANKET PURCHASE ORDER		198.94		
DEC 2022		PI1272	043421	00	12/28/2022	001-2026-451.20-99	BLANKET PURCHASE ORDER		182.44		
DEC 2022		PI1273	043421	00	12/28/2022	001-2027-452.20-99	BLANKET PURCHASE ORDER		79.94		
DEC 2022		PI1274	043421	00	12/28/2022	012-2025-431.20-99	BLANKET PURCHASE ORDER		121.33		
							VENDOR TOTAL *		822.87		
0001426	00	JEO CONSULTING GROUP INC									
137755		PI1302	043242	00	12/28/2022	012-2025-431.45-13	FIELD PURCHASE ORDER		33,775.00	MULTI-DEPARTMENT BUILDING DESIGN- STREET/PARKS/DU CCR 2022-142	
							VENDOR TOTAL *		33,775.00		
0001195	00	KFMT RADIO									
22110523		PI1210	043872	00	12/28/2022	001-2026-451.20-33	BLANKET PURCHASE ORDER		130.00		
							VENDOR TOTAL *		130.00		
0001196	00	KHUB RADIO									
22110524		PI1209	043871	00	12/28/2022	001-2026-451.20-33	BLANKET PURCHASE ORDER		130.00		
							VENDOR TOTAL *		130.00		
0007132	00	LEGAL AND LIABILITY RISK MANAGEMENT									
229981		PI1296	043887	00	12/28/2022	001-1209-421.20-13	GENERAL		175.00		
							VENDOR TOTAL *		175.00		
0002671	00	LOGAN CONTRACTORS SUPPLY INC									
B36577		PI1245	043771	00	12/28/2022	012-2025-431.30-69	FIELD PURCHASE ORDER		5,165.00		
							VENDOR TOTAL *		5,165.00		
0006212	00	MATHESON TRI-GAS INC									
0026849471		PI1160	043405	00	12/28/2022	001-1206-422.30-32	BLANKET PURCHASE ORDER		81.61		
							VENDOR TOTAL *		81.61		
0006407	00	MATT FRIEND TRUCK EQUIPMENT INC									
0091847-IN		PI1248	043840	00	12/28/2022	001-2027-452.30-56	BLANKET PURCHASE ORDER		707.04		
							VENDOR TOTAL *		707.04		
0006883	00	MCKESSON MEDICAL-SURGICAL GOVERNMENT									
20098316		PI1196	043809	00	12/28/2022	001-1206-422.30-33	GENERAL		256.00		

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BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006883	00	MCKESSON MEDICAL-SURGICAL GOVERNMENT						
20101762		PI1205 043864 00 12/28/2022			001-1206-422.30-33	GENERAL	950.59	
20099703		PI1246 043809 00 12/28/2022			001-1206-422.30-33	GENERAL	128.00	
						VENDOR TOTAL *	1,334.59	
0001229	00	MENARDS - FREMONT						
40408		PI1226 043407 00 12/28/2022			001-1004-424.30-33	BLANKET PURCHASE ORDER	59.43	
40185		PI1165 043407 00 12/28/2022			001-1209-421.30-79	BLANKET PURCHASE ORDER	57.84	
40077		PI1198 043847 00 12/28/2022			001-2026-451.30-79	BLANKET PURCHASE ORDER	749.00	
39679		PI1161 043407 00 12/28/2022			001-2027-452.30-33	BLANKET PURCHASE ORDER	172.72	
39723		PI1162 043407 00 12/28/2022			001-2027-452.30-56	BLANKET PURCHASE ORDER	77.35	
39786		PI1163 043407 00 12/28/2022			001-2027-452.30-58	BLANKET PURCHASE ORDER	198.27	
39878		PI1164 043407 00 12/28/2022			001-2027-452.30-33	BLANKET PURCHASE ORDER	20.97-	
40340		PI1225 043407 00 12/28/2022			001-2027-452.30-56	BLANKET PURCHASE ORDER	16.06	
40160		PI1267 043407 00 12/28/2022			001-2027-452.30-56	BLANKET PURCHASE ORDER	31.48	
						VENDOR TOTAL *	1,341.18	
0006847	00	METHODIST FREMONT HEALTH						
IN2634/4315		PI1181 043462 00 12/28/2022			001-1206-422.20-35	GENERAL	1,733.34	
IN2635/4005		PI1233 043428 00 12/28/2022			001-1206-422.30-33	BLANKET PURCHASE ORDER	512.50	
						VENDOR TOTAL *	2,245.84	
0002944	00	METHODIST PHYSICIANS CLINIC						
25493194		PI1180 043430 00 12/28/2022			001-1206-422.20-35	BLANKET PURCHASE ORDER	89.00	
						VENDOR TOTAL *	89.00	
0003942	00	MOTOROLA SOLUTIONS INC						
8281484903		PI1263 042553 00 12/28/2022			001-1206-422.20-13	GENERAL	1,500.00	
8281521464		PI1278 043501 00 12/28/2022			001-1206-422.40-15	GENERAL	994.14	
8281499874		PI1282 043542 00 12/28/2022			001-1206-419.30-56	GENERAL	12,280.00	
						VENDOR TOTAL *	14,774.14	
0003394	00	NATIONAL TACTICAL OFFICERS ASSN						
8151		PI1292 043836 00 12/28/2022			001-1209-421.20-13	GENERAL	949.00	
						VENDOR TOTAL *	949.00	
0004764	00	NEBRASKA CHAPTER OF IAPMO						
2023/KUNASEK		PI1258 043898 00 12/28/2022			001-1004-424.20-93	GENERAL	20.00	
						VENDOR TOTAL *	20.00	
0003065	00	NEBRASKA STATEWIDE ARBORETUM						
42687963165		PI1313 043916 00 12/28/2022			001-2027-452.20-93	BLANKET PURCHASE ORDER	220.00	
						VENDOR TOTAL *	220.00	
0003096	00	NEBRASKA TURFGRASS ASSOCIATION INC						
8BC31BA0-0001		PI1310 043903 00 12/28/2022			001-2027-452.20-13	BLANKET PURCHASE ORDER	675.00	
8BC31BA0-0001		PI1311 043903 00 12/28/2022			001-2027-452.20-93	BLANKET PURCHASE ORDER	150.00	
						VENDOR TOTAL *	825.00	

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BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007131 79183	00	PRIME CONNECTED INC PI1247 043817	00	12/28/2022	029-2034-466.40-99	GENERAL	703.52	
						VENDOR TOTAL *	703.52	
0005818 79476 79476	00	PRIME SECURED INC PI1287 043786 PI1288 043786	00	12/28/2022 12/28/2022	001-1209-421.20-99 001-1209-421.30-79	GENERAL GENERAL	1,350.00 179.06	
						VENDOR TOTAL *	1,529.06	
0006962 INV25950	00	QUICK MED CLAIMS LLC PI1182 043463	00	12/28/2022	001-1206-422.20-99	GENERAL	4,500.00	
						VENDOR TOTAL *	4,500.00	
0002876 214854	00	RAWHIDE CHEMOIL INC PI1255 043882	00	12/28/2022	001-1206-422.30-44	GENERAL	1,603.57	
						VENDOR TOTAL *	1,603.57	
0007030 1274861	00	ROCKMOUNT RESEARCH AND ALLOYS INC PI1291 043825	00	12/28/2022	001-2027-452.30-33	BLANKET PURCHASE ORDER	623.30	
						VENDOR TOTAL *	623.30	
0006845 466488 466488	00	ROCKY MOUNTAIN RESERVE LLC PI1236 043456 PI1237 043456	00	12/28/2022 12/28/2022	060-0660-442.70-03 060-0660-444.70-03	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	EFT: EFT:	123.36 421.10
						VENDOR TOTAL *	.00	544.46
0006713 INV-025221	00	SANDRY FIRE SUPPLY LLC PI1285 043698	00	12/28/2022	001-1206-422.30-52	GENERAL	742.00	
						VENDOR TOTAL *	742.00	
0004228 0002928000/2022	00	SAUNDERS COUNTY TREASURER PI1301 043915	00	12/28/2022	001-1015-415.30-98	BLANKET PURCHASE ORDER	3,469.60	
						VENDOR TOTAL *	3,469.60	
0001304 3012	00	SAWYER CONSTRUCTION CO PI1241 043712	00	12/28/2022	012-2025-431.30-73	FIELD PURCHASE ORDER	5,220.00	
						VENDOR TOTAL *	5,220.00	
0007158 2172201710-5	00	SHIVE-HATTERY INC PI1147 042709	00	12/28/2022	001-1206-422.20-31	GENERAL	13,485.00	
						VENDOR TOTAL *	13,485.00	
0001652 ARV/55371794	00	SNAP-ON INDUSTRIAL PI1195 043775	00	12/28/2022	001-1209-421.30-33	FIELD PURCHASE ORDER	795.60	
						VENDOR TOTAL *	795.60	
0003254 3524855991 3524952390	00	STAPLES CONTRACT & COMMERCIAL LLC PI1199 043854 PI1201 043854	00	12/28/2022 12/28/2022	001-1004-424.30-31 001-1004-424.30-31	GENERAL GENERAL	63.32 16.99	

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City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003254	00	STAPLES CONTRACT & COMMERCIAL LLC						
3525346970		PI1202 043854 00	00	12/28/2022	001-1004-424.30-31	GENERAL	10.19	
3524855991		PI1200 043854 00	00	12/28/2022	001-1305-430.30-31	GENERAL	72.01	
3525088546		PI1215 043883 00	00	12/28/2022	001-2027-452.30-31	BLANKET PURCHASE ORDER	39.11	
3525432340		PI1249 043844 00	00	12/28/2022	001-2031-455.30-31	GENERAL	33.99	
3525088545		PI1253 043875 00	00	12/28/2022	012-2025-431.30-79	FIELD PURCHASE ORDER	149.00	
						VENDOR TOTAL *	384.61	
0003040	00	STERICYCLE INC						
4011431231		PI1277 043464 00	00	12/28/2022	001-1206-422.20-99	GENERAL	62.50	
						VENDOR TOTAL *	62.50	
0004446	00	STRYKER MEDICAL DIVISION						
3968954M		PI1146 042150 00	00	12/28/2022	001-1206-422.30-33	GENERAL	131.20	
						VENDOR TOTAL *	131.20	
0001946	00	SURPLUS CENTER						
P100621001017		PI1251 043852 00	00	12/28/2022	001-2027-452.30-56	BLANKET PURCHASE ORDER	125.29	
						VENDOR TOTAL *	125.29	
0006223	00	T SQUARE SUPPLY LLC						
33123		PI1173 043414 00	00	12/28/2022	012-2025-431.30-76	BLANKET PURCHASE ORDER	83.88	
						VENDOR TOTAL *	83.88	
0006063	00	TITAN MACHINERY INC						
17864171		PI1174 043416 00	00	12/28/2022	012-2025-431.30-56	BLANKET PURCHASE ORDER	300.00	
						VENDOR TOTAL *	300.00	
0001342	00	TNT CLEANING SERVICE						
4130		PI1187 043520 00	00	12/28/2022	001-2026-451.20-65	BLANKET PURCHASE ORDER	3,150.00	
4131		PI1188 043520 00	00	12/28/2022	001-2026-451.20-65	BLANKET PURCHASE ORDER	2,325.00	
						VENDOR TOTAL *	5,475.00	
0007127	00	TRANSUNION RISK AND ALTERNATIVE						
NOV 2022		PI1183 043474 00	00	12/28/2022	001-1209-421.20-93	GENERAL	150.00	
						VENDOR TOTAL *	150.00	
0001350	00	TROPHY CASE						
103198		PI1268 043418 00	00	12/28/2022	001-1001-413.30-79	BLANKET PURCHASE ORDER	90.00	
						VENDOR TOTAL *	90.00	
0007135	00	TWOHIG LAW LLC						
922-1 J		PI1190 043605 00	00	12/28/2022	001-1016-412.20-34	GENERAL	3,080.00	
						VENDOR TOTAL *	3,080.00	
0007179	00	VASQUEZ, JOSE						
12102022		PI1185 043489 00	00	12/28/2022	001-1209-421.20-99	GENERAL	25.00	
12112022		PI1186 043489 00	00	12/28/2022	001-1209-421.20-99	GENERAL	50.00	
						VENDOR TOTAL *	75.00	

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City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA						
12/15/22	MANUAL	000171	01	12/15/2022	060-0660-442.70-01	12/07/22-12/13/22	CHECK #: 101726	113,243.86
12/15/22	MANUAL	000172	01	12/15/2022	060-0660-443.70-01	12/07/22-12/13/22	CHECK #: 101726	4,908.28
VENDOR TOTAL *							.00	118,152.14
0006845	00	ROCKY MOUNTAIN RESERVE LLC						
12/12/22	MANUAL	000167	01	12/12/2022	060-0660-444.70-01	12/05/22-12/11/22	CHECK #: 101724	2,322.95
12/19/22	MANUAL	000174	01	12/19/2022	060-0660-444.70-01	12/12/22-12/18/22	CHECK #: 101727	3,864.14
VENDOR TOTAL *							.00	6,187.09
0006707	00	TRISTAR RISK MANAGEMENT						
116963	MANUAL	000169	01	12/13/2022	061-0000-101.12-00	11/01/22-11/30/22	CHECK #: 101725	10,578.07
VENDOR TOTAL *							.00	10,578.07
01 Employee Benefits						BANK TOTAL *	.00	134,917.30

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AS OF: 12/28/2022

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City of Fremont

Special Revenue

BANK: 02

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0001131	00	FREMONT TRIBUNE							
1120205		PI1178	043420	02	12/28/2022	011-2059-465.20-33	BLANKET PURCHASE ORDER	10.34	
1120206		PI1179	043420	02	12/28/2022	011-2059-465.20-33	BLANKET PURCHASE ORDER	10.34	
							VENDOR TOTAL *	20.68	
0003419	00	GREATER FREMONT DEVELOPMENT COUNCIL							
6008		PI1298	043900	02	12/28/2022	011-2059-465.20-33	BLANKET PURCHASE ORDER	2,500.00	
							VENDOR TOTAL *	2,500.00	
				02	Special Revenue		BANK TOTAL *	2,520.68	

PREPARED 12/21/2022, 7:54:25
PROGRAM: GM339L
City of Fremont
Keno Fund

EXPENDITURE APPROVAL LIST
AS OF: 12/28/2022 PAYMENT DATE: 12/28/2022

BANK: 04

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0003400	00	VILLAGE OF INGLEWOOD							
NOV 2022		PI1284	043646	04	12/28/2022	020-2066-490.60-15	FIELD PURCHASE ORDER	3,577.40	
							VENDOR TOTAL *	3,577.40	
				04	Keno Fund		BANK TOTAL *	3,577.40	

PREPARED 12/21/2022, 7:54:25
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City of Fremont
CDBG Clearing

EXPENDITURE APPROVAL LIST
AS OF: 12/28/2022 PAYMENT DATE: 12/28/2022

BANK: 08

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0001426	00	JEO CONSULTING GROUP INC							
137534		PI1217	040487	08	12/28/2022	031-0782-465.45-34	BLANKET PURCHASE ORDER	1,066.00	
VENDOR TOTAL *								1,066.00	
0005382	00	LIFEHOUSE - CARE CORPS INC							FOOD SECURITY
CV-FOOD #11		PI1261	042416	08	12/28/2022	031-0782-465.60-28	BLANKET PURCHASE ORDER	41,182.75	PROGRAM 20EMCV006
20EMCV-004 #6		PI1262	042525	08	12/28/2022	031-0782-465.60-28	BLANKET PURCHASE ORDER	16,071.04	
VENDOR TOTAL *								57,253.79	
				08	CDBG Clearing	BANK TOTAL *		58,319.79	

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
<hr/>										
0007035	00	BURT COUNTY PUBLIC POWER DISTRICT								
201489 1222		PI1218	043356	09	12/28/2022	033-0789-421.20-41	BLANKET PURCHASE ORDER		187.94	
201801 1222		PI1219	043356	09	12/28/2022	033-0789-421.20-41	BLANKET PURCHASE ORDER		168.49	
201832 1222		PI1220	043356	09	12/28/2022	033-0789-421.20-41	BLANKET PURCHASE ORDER		178.12	
									VENDOR TOTAL *	534.55
0002675	00	CENTURYLINK								
402D250400	1222	PI1234	043441	09	12/28/2022	033-0789-421.20-12	BLANKET PURCHASE ORDER		887.70	
4027218752	1222	PI1305	043442	09	12/28/2022	033-0789-421.20-12	BLANKET PURCHASE ORDER		153.61	
									VENDOR TOTAL *	1,041.31
0007103	00	INSIGHT PUBLIC SECTOR INC								
1100999265		PI1191	043743	09	12/28/2022	033-0789-421.30-48	BLANKET PURCHASE ORDER		41.20	
1100999265		PI1192	043743	09	12/28/2022	033-0789-421.30-48	BLANKET PURCHASE ORDER		155.01	
									VENDOR TOTAL *	196.21
0003942	00	MOTOROLA SOLUTIONS INC								
8230392040		PI1259	043899	09	12/28/2022	033-0789-421.20-65	BLANKET PURCHASE ORDER		23,937.00	SUPPORT CONTRACT ON E911 CONSOLE
									VENDOR TOTAL *	23,937.00
0006173	00	NEBRASKA CHAPTER OF APCO								
0142		PI1303	043353	09	12/28/2022	033-0789-421.20-13	BLANKET PURCHASE ORDER		135.00	
									VENDOR TOTAL *	135.00
0006689	00	OMAHA PUBLIC POWER DISTRICT								
3461308438	1222	PI1235	043444	09	12/28/2022	033-0789-421.20-41	BLANKET PURCHASE ORDER		162.54	
									VENDOR TOTAL *	162.54
0003671	00	UNIVERSITY OF NEBRASKA AT OMAHA								
2653		PI1308	043602	09	12/28/2022	033-0789-421.20-13	BLANKET PURCHASE ORDER		199.00	
									VENDOR TOTAL *	199.00
0006096	00	VERIZON WIRELESS								
9921911566		PI1221	043360	09	12/28/2022	033-0789-421.20-12	BLANKET PURCHASE ORDER		40.01	
									VENDOR TOTAL *	40.01
0004196	00	WESTEL SYSTEMS								
10330653		PI1304	043355	09	12/28/2022	033-0789-421.20-12	BLANKET PURCHASE ORDER		146.34	
									VENDOR TOTAL *	146.34
				09	E911				BANK TOTAL *	26,391.96
									HAND ISSUED TOTAL ***	134,917.30
									EFT/EPAY TOTAL ***	544.46
									TOTAL EXPENDITURES ****	327,936.75
GRAND TOTAL *****										135,461.76
										463,398.51

PREPARED 12/13/2022 8:41:05
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 12132022 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	12/13/2022
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2022
Disbursement year/per	2023/03
Payment date	12/13/2022

VEND NO	SEQ#	VENDOR NAME							
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0004760	00	SOUTHWEST POWER POOL INC							
20221208-FREM				00	12/13/2022	051-5105-555.50-00	SPP Settle 11/30/22	EFT:	12,775.22
20221208-FREM				00	12/13/2022	051-5105-555.50-00	SPP Settle 12/01-12/06/22	EFT:	137,573.90
							PURCHASED POWER		
							VENDOR TOTAL *	.00	150,349.12
0003109	00	UPS							
5E9752502				00	12/13/2022	051-5001-940.60-79	12/10/22 Serv Chrg Share	18.00	
5E9752502				00	12/13/2022	051-5001-940.60-79	12/10/22 Serv Chrg Share	18.00	
5E9752502				00	12/13/2022	051-5105-502.60-79	PCO	3.76	
5E9752502				00	12/13/2022	051-5205-580.60-79	Skarshaug Testing Lab	48.60	
							VENDOR TOTAL *	88.36	
							EFT/EPAY TOTAL ***		150,349.12
							TOTAL EXPENDITURES ****	88.36	150,349.12
						GRAND TOTAL *****			150,437.48

PREPARED 12/19/2022 8:48:56
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 12192022 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	12/19/2022
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2022
Disbursement year/per	2023/03
Payment date	12/19/2022

Prepared 12/21/22, 7:54:26

Pay Date 12/22/22

Primary FIRST NATIONAL BANK

CITY OF FREMONT
Direct Deposit Register

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Program PR530L

Account		Social Security	Deposit	
Number	Employee Name		Amount	

Final Total 326,602.36 Count 164

PREPARED 12/21/2022 9:08:26
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 12212022 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	12/22/2022
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2022
Disbursement year/per	2023/03
Payment date	12/22/2022

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000584	00	CEI							
20221222		PR1222		00	12/22/2022	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	86,982.15
							VENDOR TOTAL *	.00	86,982.15
0001964	00	IBEW LOCAL UNION 1536							
20221208		PR1208		00	12/22/2022	051-0000-241.00-00	PAYROLL SUMMARY	1,615.30	
20221222		PR1222		00	12/22/2022	051-0000-241.00-00	PAYROLL SUMMARY	1,615.30	
							VENDOR TOTAL *	3,230.60	
0004192	00	PAYROLL EFT DEDUCTIONS							
20221222		PR1222		00	12/22/2022	051-0000-241.00-00	PAYROLL SUMMARY	206,373.99	
							VENDOR TOTAL *	206,373.99	
							EFT/EPAY TOTAL ***		86,982.15
							TOTAL EXPENDITURES ****	209,604.59	86,982.15
						GRAND TOTAL *****			296,586.74

PREPARED 12/21/2022 7:46:54
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 12212022 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	12/28/2022
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding	2022
Disbursement year/per	2023/03
Payment date	12/28/2022

PROGRAM: GM339L

AS OF: 12/28/2022

PAYMENT DATE: 12/28/2022

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004276	00	AIRGAS USA LLC						
9992838949		PI1180	00	12/28/2022	051-5105-502.60-76	PO NUM 058227	EFT:	100.00
9992838948		PI1373	00	12/28/2022	051-5105-502.60-76	PO NUM 058227	EFT:	1,150.56
						VENDOR TOTAL *	.00	1,250.56
0005327	00	ALS GROUP USA CORP						
36-54-600971-0		PI1357	00	12/28/2022	055-7105-502.60-54	PO NUM 060390	EFT:	920.00
						VENDOR TOTAL *	.00	920.00
0002612	00	ALTEC INDUSTRIES INC						
12155988		PI1204	00	12/28/2022	051-5205-580.50-35	PO NUM 060555	1,782.07	
						VENDOR TOTAL *	1,782.07	
0002228	00	AMERICAN WATER WORKS ASSOCIATION						
7002066776		PI1394	00	12/28/2022	051-5001-919.60-67	PO NUM 060832	3,993.00	
						VENDOR TOTAL *	3,993.00	
0004160	00	AMETEK DREXELBROOK						
80156096		PI1349	00	12/28/2022	051-5105-502.50-35	PO NUM 058465	874.67	
						VENDOR TOTAL *	874.67	
0005139	00	AON RISK SERVICES CENTRAL INC						
9500000168601			00	12/28/2022	051-0000-165.00-00	Commercial Property	EFT:	340,200.00
9500000168543			00	12/28/2022	051-0000-165.00-00	Excess Property Coverage	EFT:	65,609.77
9500000168601			00	12/28/2022	053-0000-165.00-00	Commercial Property	EFT:	127,575.00
9500000168543			00	12/28/2022	053-0000-165.00-00	Excess Property Coverage	EFT:	24,603.66
9500000168601			00	12/28/2022	055-0000-165.00-00	Commercial Property	EFT:	127,575.00
9500000168543			00	12/28/2022	055-0000-165.00-00	Excess Property Coverage	EFT:	24,603.66
9500000168601			00	12/28/2022	057-0000-165.00-00	Commercial Property	EFT:	255,150.00
9500000168543			00	12/28/2022	057-0000-165.00-00	Excess Property Coverage	EFT:	49,207.32
						VENDOR TOTAL *	.00	1,014,524.41
0005284	00	APPLICANT ONE INC						
4871		PI1199	00	12/28/2022	051-5001-926.60-65	PO NUM 060323	400.00	
						VENDOR TOTAL *	400.00	
0002869	00	AQUA-CHEM INC						
00201253		PI1201	00	12/28/2022	053-6105-502.50-52	PO NUM 060509	1,419.00	
00201253		PI1202	00	12/28/2022	053-6105-502.50-52	PO NUM 060510	5,589.00	
						VENDOR TOTAL *	7,008.00	
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)						
603283		PI1175	00	12/28/2022	051-0000-153.00-00	PO NUM 060670	441.23	
603208		PI1308	00	12/28/2022	051-0000-153.00-00	PO NUM 060670	799.12	
603321		PI1311	00	12/28/2022	051-0000-153.00-00	PO NUM 060764	1,452.51	
603137		PI1227	00	12/28/2022	051-5105-502.50-35	PO NUM 060728	2,162.03	
						VENDOR TOTAL *	4,854.89	
0002531	00	BABCOCK & WILCOX COMPANY						
BA60404852		PI1350	00	12/28/2022	051-5105-502.60-79	PO NUM 058681	EFT:	2,340.56

PROGRAM: GM339L

AS OF: 12/28/2022

PAYMENT DATE: 12/28/2022

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0002531	00	BABCOCK & WILCOX COMPANY								
BA60404895		PI1358		00	12/28/2022	051-5105-502.60-79	PO NUM 060465	EFT:		3,251.94
BA60405032		PI1359		00	12/28/2022	051-5105-502.60-79	PO NUM 060465	EFT:		199.35
							VENDOR TOTAL *	.00		5,791.85
9999999	00	BARNES, ASHLEE								
000063065		UT		00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	200.00		
							VENDOR TOTAL *	200.00		
0002902	00	BORDER STATES / KRIZ-DAVIS								
925434916		PI1171		00	12/28/2022	051-0000-154.00-00	PO NUM 059176	EFT:		91.48
925434914		PI1172		00	12/28/2022	051-0000-154.00-00	PO NUM 059577	EFT:		2,923.41
925434911		PI1173		00	12/28/2022	051-0000-154.00-00	PO NUM 060526	EFT:		57.65
925434918		PI1176		00	12/28/2022	051-0000-154.00-00	PO NUM 060682	EFT:		648.42
925434913		PI1178		00	12/28/2022	051-0000-154.00-00	PO NUM 060738	EFT:		533.08
925434921		PI1179		00	12/28/2022	051-0000-154.00-00	PO NUM 060767	EFT:		381.62
925468281		PI1339		00	12/28/2022	051-0000-154.00-00	PO NUM 058882	EFT:		258.94
925468291		PI1343		00	12/28/2022	051-0000-154.00-00	PO NUM 060236	EFT:		818.01
925468289		PI1344		00	12/28/2022	051-0000-154.00-00	PO NUM 060514	EFT:		1,931.36
925468284		PI1345		00	12/28/2022	051-0000-154.00-00	PO NUM 060619	EFT:		1,278.39
925468287		PI1346		00	12/28/2022	051-0000-154.00-00	PO NUM 060682	EFT:		180.21
925431707		PI1183		00	12/28/2022	051-5105-502.50-35	PO NUM 060125	EFT:		22.32
925426126		PI1249		00	12/28/2022	051-5205-580.50-35	PO NUM 060125	EFT:		149.48
925431948		PI1250		00	12/28/2022	051-5205-580.50-35	PO NUM 060125	EFT:		102.61
925473820		PI1375		00	12/28/2022	051-5205-580.50-35	PO NUM 060125	EFT:		221.55
925465149		PI1351		00	12/28/2022	055-7105-502.50-35	PO NUM 060125	EFT:		114.65
							VENDOR TOTAL *	.00		9,713.18
0005069	00	C&C COMPLETE INC								
27929		PI1234		00	12/28/2022	051-5205-580.50-48	PO NUM 060783	13.75		
27929		PI1235		00	12/28/2022	051-5205-580.60-59	PO NUM 060783	3,992.00		
							VENDOR TOTAL *	4,005.75		
0003356	00	CAPITAL CITY CONCEPTS LLC								
221021		PI1233		00	12/28/2022	051-5001-926.60-61	PO NUM 060778	600.00		
							VENDOR TOTAL *	600.00		
0004518	00	CAPPEL AUTO SUPPLY INC								
086526		PI1184		00	12/28/2022	051-5001-940.50-35	PO NUM 060126	177.82		
086716		PI1185		00	12/28/2022	051-5001-940.50-35	PO NUM 060126	241.49		
087607		PI1186		00	12/28/2022	051-5001-940.50-35	PO NUM 060126	231.14		
087718		PI1188		00	12/28/2022	051-5001-940.50-48	PO NUM 060126	180.93		
087942		PI1189		00	12/28/2022	051-5001-940.50-48	PO NUM 060126	90.27		
087325/088111		PI1207		00	12/28/2022	051-5001-940.50-48	PO NUM 060614	167.55		
088872		PI1352		00	12/28/2022	051-5001-940.50-35	PO NUM 060126	227.65		
087947		PI1360		00	12/28/2022	051-5001-940.50-48	PO NUM 060517	1,493.17		
088357		PI1361		00	12/28/2022	051-5001-940.50-48	PO NUM 060747	335.10		
087717		PI1223		00	12/28/2022	051-5105-502.50-35	PO NUM 060686	716.88		
086635		PI1205		00	12/28/2022	051-5205-580.50-48	PO NUM 060563	335.10		
087325/088111		PI1208		00	12/28/2022	051-5205-580.50-48	PO NUM 060614	335.10		

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004518	00	CAPPEL AUTO SUPPLY INC						
088384		PI1190	00	12/28/2022	053-6205-583.50-48	PO NUM 060126	148.64	
088399		PI1362	00	12/28/2022	053-6205-583.50-48	PO NUM 060763	509.72	
088506		PI1191	00	12/28/2022	055-7105-502.50-35	PO NUM 060126	231.92	
087649		PI1187	00	12/28/2022	057-8205-870.50-48	PO NUM 060126	188.74	
VENDOR TOTAL *							5,611.22	
0002675	00	CENTURYLINK						
4027216223	1222	PI1193	00	12/28/2022	051-5001-922.50-53	PO NUM 060127	130.31	
4027219747	1222	PI1194	00	12/28/2022	051-5001-922.50-53	PO NUM 060127	59.14	
402D250414	1222	PI1317	00	12/28/2022	051-5001-922.50-53	PO NUM 060127	550.00	
402D250415	1222	PI1318	00	12/28/2022	051-5001-922.50-53	PO NUM 060127	550.00	
VENDOR TOTAL *							1,289.45	
9999999	00	CERVANTES, JUAN R						
000079575		UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	33.07	
VENDOR TOTAL *							33.07	
0005371	00	CHAMPION HI-TECH MFG INC						
28872		PI1177	00	12/28/2022	051-0000-153.00-00	PO NUM 060703	11,232.28	
VENDOR TOTAL *							11,232.28	
9999999	00	CHAULK, MELISSA J						
000073393		UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	94.79	
VENDOR TOTAL *							94.79	
0004152	00	CORE & MAIN LP						
R956670		PI1174	00	12/28/2022	053-0000-154.00-00	PO NUM 060640	1,469.72	
R956670		PI1212	00	12/28/2022	053-6205-583.60-61	PO NUM 060640	535.00	
VENDOR TOTAL *							2,004.72	
0001671	00	COSGRAVE COMPANY						
6079559-IN		PI1206	00	12/28/2022	051-5105-502.50-35	PO NUM 060582	180.47	
VENDOR TOTAL *							180.47	
0003091	00	DUTTON-LAINSON CO						
858213-2		PI1363	00	12/28/2022	051-0000-154.00-00	PO NUM 059011	EFT:	829.62
870015-1		PI1368	00	12/28/2022	051-0000-154.00-00	PO NUM 060761	EFT:	881.79
VENDOR TOTAL *							.00	1,711.41
0003087	00	EAKES OFFICE SOLUTIONS						
8626102-0		PI1313	00	12/28/2022	051-0000-154.00-00	PO NUM 060781	162.75	
VENDOR TOTAL *							162.75	
0004964	00	EDDY CURRENT USA INC						
I4796		PI1200	00	12/28/2022	051-5105-502.60-59	PO NUM 060470	EFT:	2,150.70
VENDOR TOTAL *							.00	2,150.70
0001091	00	EMANUEL PRINTING INC						
9770		PI1213	00	12/28/2022	051-5001-903.50-31	PO NUM 060656	76.17	

PROGRAM: GM339L

AS OF: 12/28/2022

PAYMENT DATE: 12/28/2022

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001091 9770 9770 9770 9770 9770 9770 9770 9770 9770	00	EMANUEL PRINTING INC PI1214 PI1215 PI1216 PI1217 PI1218 PI1219 PI1220 PI1221 PI1222	00	12/28/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022 12/28/2022	051-5001-919.50-31 051-5001-919.50-31 051-5001-920.50-31 051-5001-922.50-31 051-5001-926.50-31 051-5001-940.50-31 051-5105-502.50-31 051-5205-580.50-31 051-5205-580.50-31	PO NUM 060656 PO NUM 060656 PO NUM 060656 PO NUM 060656 PO NUM 060656 PO NUM 060656 PO NUM 060656 PO NUM 060656 PO NUM 060656	43.53 228.52 76.17 54.41 65.29 76.17 54.41 54.41 65.29	
VENDOR TOTAL *							794.37	
0005017 54722 54721	00	EMBROIDERY CONNECTION PI1340 PI1342	00	12/28/2022 12/28/2022	051-0000-154.00-00 051-0000-154.00-00	PO NUM 059537 PO NUM 060174	3,114.77 754.99	
VENDOR TOTAL *							3,869.76	
0004391 48359 48359	00	ENGINEERED PUMP SERVICES INC PI1355 PI1356	00	12/28/2022 12/28/2022	051-5105-502.60-59 051-5105-502.60-79	PO NUM 060307 PO NUM 060307	EFT: EFT:	68,961.50 2,889.00
VENDOR TOTAL *							.00	71,850.50
0004026 168275	00	ENVIRONMENTAL ANALYSIS SOUTH INC PI1209	00	12/28/2022	055-7105-502.60-54	PO NUM 060624	530.00	
VENDOR TOTAL *							530.00	
0003771 1000721152 1000721316	00	ENVIRONMENTAL EXPRESS INC PI1224 PI1225	00	12/28/2022 12/28/2022	055-7105-502.50-35 055-7105-502.50-35	PO NUM 060712 PO NUM 060712	4,270.40 974.40	
VENDOR TOTAL *							5,244.80	
0002050 NEFRE194818	00	FASTENAL CO PI1309	00	12/28/2022	051-0000-154.00-00	PO NUM 060718	EFT:	220.78
VENDOR TOTAL *							.00	220.78
9999999 000083333	00	FERNANDEZ, JESUS UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	64.92	
VENDOR TOTAL *							64.92	
0004993 46275	00	FIKES COMMERCIAL HYGIENE LLC PI1195	00	12/28/2022	051-5001-932.60-61	PO NUM 060134	EFT:	169.11
VENDOR TOTAL *							.00	169.11
0001112 49902 49903	00	FREMONT ELECTRIC INC PI1398 PI1399	00	12/28/2022 12/28/2022	051-5205-580.60-61 051-5205-580.60-61	PO NUM 056407 PO NUM 056408	11,855.00 12,945.00	BORING UNDER STREETS AT BLUESTEM COMMONS
VENDOR TOTAL *							24,800.00	
0001132 384848 01	00	FREMONT WINNELSON CO PI1348	00	12/28/2022	051-0000-154.00-00	PO NUM 060826	266.78	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001132 384513 01	00	FREMONT WINNELSON CO PI1196	00	12/28/2022	057-8205-870.50-35	PO NUM 060136	161.11	
VENDOR TOTAL *							427.89	
0002440 225876	00	GOODWAY TECHNOLOGIES CORPORATION PI1332	00	12/28/2022	051-5105-502.50-35	PO NUM 060759	EFT:	2,231.30
VENDOR TOTAL *							.00	2,231.30
0001742 9531055896	00	GRAINGER PI1226	00	12/28/2022	051-5105-502.50-35	PO NUM 060724	EFT:	821.48
9544694962		PI1402	00	12/28/2022	051-5105-502.50-35	PO NUM 060808	EFT:	926.94
VENDOR TOTAL *							.00	1,748.42
0001445 9329847915	00	GRAYBAR ELECTRIC CO INC PI1181	00	12/28/2022	051-5205-580.50-35	PO NUM 058965	EFT:	1,259.72
VENDOR TOTAL *							.00	1,259.72
0004707 2135	01	GREAT PLAINS COMMUNICATIONS INC PI1182	00	12/28/2022	051-5001-922.60-61	PO NUM 060034	7,200.00	
VENDOR TOTAL *							7,200.00	
0002886 5983	00	GREATER FREMONT DEVELOPMENT COUNCIL PI1395	00	12/28/2022	051-5001-919.60-65	PO NUM 060839	QUARTERLY PAYMENT ON SERVICE AGREEMENT EFT:	22,500.00
VENDOR TOTAL *							.00	22,500.00
9999999 000074023	00	GUERRERO, ROBERTO UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	178.91	
VENDOR TOTAL *							178.91	
9999999 000083157	00	GUEVARA, YASMIN UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	201.92	
VENDOR TOTAL *							201.92	
0003155 13372282	00	HACH COMPANY PI1203	00	12/28/2022	051-5105-502.50-52	PO NUM 060546	364.60	
13370202		PI1210	00	12/28/2022	051-5105-502.50-52	PO NUM 060632	98.06	
13372191		PI1211	00	12/28/2022	051-5105-502.50-52	PO NUM 060632	364.60	
VENDOR TOTAL *							827.26	
0005324 FR6261	00	HANSEN TIRE & TRUCK REPAIR LLC PI1228	00	12/28/2022	051-5205-580.50-48	PO NUM 060746	1,142.80	
FR6261		PI1229	00	12/28/2022	051-5205-580.60-59	PO NUM 060746	1,359.60	
FR6302		PI1197	00	12/28/2022	055-7205-583.50-48	PO NUM 060139	3.96	
FR6302		PI1198	00	12/28/2022	055-7205-583.60-59	PO NUM 060139	39.60	
FR6344		PI1353	00	12/28/2022	057-8205-870.50-48	PO NUM 060139	2.79	
FR6344		PI1354	00	12/28/2022	057-8205-870.60-59	PO NUM 060139	26.40	
VENDOR TOTAL *							2,575.15	
0002794 1200482222	00	HDR ENGINEERING INC PI1314	00	12/28/2022	051-5105-502.60-61	PO NUM 051910	EFT:	1,021.42

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0002794 1200483143	00	HDR ENGINEERING INC PI1315	00	12/28/2022	051-5105-502.60-57	PO NUM 057745	EFT:	541.83	
VENDOR TOTAL *							.00	1,563.25	
0005309 02549634	00	HELGET GAS PRODUCTS INC PI1386	00	12/28/2022	051-5105-502.50-35	PO NUM 060695	561.11		
VENDOR TOTAL *							561.11		
0003359 5262117100	00	HONEYWELL PROCESS SOLUTIONS PI1330	00	12/28/2022	051-5105-502.60-65	PO NUM 060702	PHD/SCADA SUPPORT- SERVICE CONTRACT YEAR 3	EFT:	93,812.94
VENDOR TOTAL *							.00	93,812.94	
0001868 328983	00	HOTSY EQUIPMENT CO PI1232	00	12/28/2022	051-5001-940.50-35	PO NUM 060776	EFT:	969.39	
VENDOR TOTAL *							.00	969.39	
0004062 466	00	HOUSTON & ASSOCIATES LLC PI1381	00	12/28/2022	057-8205-870.60-61	PO NUM 060327	EFT:	2,500.00	
VENDOR TOTAL *							.00	2,500.00	
0003878 306932	00	HUPP ELECTRIC MOTORS INC PI1347	00	12/28/2022	051-0000-153.00-00	PO NUM 060762	948.65		
VENDOR TOTAL *							948.65		
0001833 1109234-003	00	INDUSTRIAL SALES CO INC PI1236	00	12/28/2022	057-0000-154.00-00	PO NUM 057781	EFT:	61.85	
1124642-001		PI1237	00	12/28/2022	057-0000-154.00-00	PO NUM 059580	EFT:	4,796.54	
1124642-002		PI1238	00	12/28/2022	057-0000-154.00-00	PO NUM 059580	EFT:	2,472.55	
1124642-004		PI1341	00	12/28/2022	057-0000-154.00-00	PO NUM 059580	EFT:	594.17	
VENDOR TOTAL *							.00	7,925.11	
0001687 IN-1250239	00	INLAND TRUCK PARTS & SERVICE PI1268	00	12/28/2022	051-5105-502.50-48	PO NUM 060497	169.05		
IN-1250239		PI1269	00	12/28/2022	051-5105-502.60-59	PO NUM 060497	150.00		
VENDOR TOTAL *							319.05		
0005302 1100999571	00	INSIGHT PUBLIC SECTOR INC PI1266	00	12/28/2022	051-5001-922.50-42	PO NUM 060218	EFT:	653.17	
1100999571		PI1267	00	12/28/2022	051-5001-926.50-42	PO NUM 060218	EFT:	653.17	
1101002836		PI1271	00	12/28/2022	051-5001-922.60-65	PO NUM 060618	EFT:	557.84	
VENDOR TOTAL *							.00	1,864.18	
0001501 1924801031660	00	INTERSTATE ALL BATTERY CENTER PI1335	00	12/28/2022	051-5105-502.50-35	PO NUM 060791	135.68		
VENDOR TOTAL *							135.68		
0004205 8243323	00	JCI INDUSTRIES INC PI1270	00	12/28/2022	053-6105-502.60-61	PO NUM 060573	25,947.50	REBUILD HIGH SERVICE PUMP 201	
VENDOR TOTAL *							25,947.50		
0000614	00	JERRY'S ELECTRIC INC							

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000614 L12-002-2022	00	JERRY'S ELECTRIC INC PI1322	00	12/28/2022	051-5205-580.60-61	PO NUM 060195	25.00	
						VENDOR TOTAL *	25.00	
9999999 000084347	00	JOHANSSON, MAXWELL, P UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	52.31	
						VENDOR TOTAL *	52.31	
0004550 125685	00	JOHNSON'S CYCLE AND AUTO LLC PI1274	00	12/28/2022	055-7105-502.50-35	PO NUM 060772	183.96	
						VENDOR TOTAL *	183.96	
0003085 S11135702-0	00	KELLY SUPPLY CO PI1305	00	12/28/2022	057-0000-154.00-00	PO NUM 060562	EFT:	2,485.80
						VENDOR TOTAL *	.00	2,485.80
0004708 100560136	00	KIMBALL MIDWEST PI1334	00	12/28/2022	051-5001-940.50-35	PO NUM 060780	362.05	
						VENDOR TOTAL *	362.05	
9999999 000086701	00	LAFLEUR, TAMZI E UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	98.07	
						VENDOR TOTAL *	98.07	
0004601 089464 01	00	LINCOLN WINWATER WORKS CO PI1239	00	12/28/2022	053-0000-154.00-00	PO NUM 060655	6,407.70	
089464 02		PI1306	00	12/28/2022	053-0000-154.00-00	PO NUM 060655	2,370.05	
089464 02		PI1306	00	12/28/2022	053-6205-583.50-35	PO NUM 060655	22.15-	
						VENDOR TOTAL *	8,755.60	
0002945 364936	00	LYMAN RICHEY SAND & GRAVEL PI1251	00	12/28/2022	053-6205-583.50-35	PO NUM 060142	162.40	
						VENDOR TOTAL *	162.40	
0002052 52099881	00	MATHESON LINWELD PI1252	00	12/28/2022	051-5001-940.60-76	PO NUM 060143	EFT:	89.56
0026851942		PI1246	00	12/28/2022	051-5105-502.50-35	PO NUM 057698	EFT:	538.00
0026872628		PI1376	00	12/28/2022	051-5105-502.50-35	PO NUM 060143	EFT:	137.31
52099881		PI1253	00	12/28/2022	051-5205-580.60-76	PO NUM 060143	EFT:	205.43
0026869953		PI1392	00	12/28/2022	055-7105-502.50-35	PO NUM 060823	EFT:	342.39
52099881		PI1254	00	12/28/2022	057-8205-870.60-76	PO NUM 060143	EFT:	65.16
						VENDOR TOTAL *	.00	1,377.85
0005172 22-2518	00	MAX D DESIGNS PRINTING & MORE PI1247	00	12/28/2022	051-5001-903.50-31	PO NUM 059251	850.65	
						VENDOR TOTAL *	850.65	
0000667 89427745	00	MCMASTER-CARR SUPPLY CO PI1389	00	12/28/2022	051-5105-502.50-35	PO NUM 060782	191.32	
88526337/CM		PI1272	00	12/28/2022	055-7105-502.50-35	PO NUM 060677	878.40	

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0005235	00	NAVAJO TRANSITIONAL ENERGY CO*WIRE*							
ACC-22-1156				00	12/28/2022	051-0000-152.00-00	12/07/22	226,522.73	COAL PURCHASE
VENDOR TOTAL *								226,522.73	
0003057	00	NEBR DEPT OF ENVIRONMENT AND ENERGY							
0211/23	VACHA	TPI1393		00	12/28/2022	055-7105-502.60-77	PO NUM 060825	150.00	
VENDOR TOTAL *								150.00	
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP							
000004299		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	490.00	
000042867		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	174.08	
000043313		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	890.00	
000058765		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	890.00	
000068827		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	570.00	
000073831		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	239.65	
000078065		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	720.63	
000081591		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	249.83	
000082823		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	154.43	
000063065		UT		00	12/28/2022	051-0000-143.00-00	Energy Assistance Refund	164.86	
VENDOR TOTAL *								4,543.48	
0001473	00	NMC INC							
CUI1162805		PI1243		00	12/28/2022	051-0000-153.00-00	PO NUM 060753	EFT:	87.74
INV552247		PI1328		00	12/28/2022	051-5105-502.50-48	PO NUM 060407	EFT:	492.20
VENDOR TOTAL *								.00	579.94
0002054	00	NORTHWEST ELECTRIC LLC							
715777		PI1324		00	12/28/2022	051-5105-502.50-35	PO NUM 060257	7,660.00	
715777		PI1325		00	12/28/2022	051-5105-502.60-59	PO NUM 060257	3,060.00	
VENDOR TOTAL *								10,720.00	
0003334	00	NOVATECH LLC							
29522		PI1372		00	12/28/2022	051-5105-502.60-61	PO NUM 040823	EFT:	120.00
VENDOR TOTAL *								.00	120.00
0001710	00	NUTS & BOLTS INC							
686731		PI1240		00	12/28/2022	051-0000-154.00-00	PO NUM 060713	308.21	
VENDOR TOTAL *								308.21	
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-153947		PI1263		00	12/28/2022	051-5001-940.50-35	PO NUM 060149	EFT:	148.66
0397-155190		PI1264		00	12/28/2022	055-7105-502.50-35	PO NUM 060149	EFT:	76.90
VENDOR TOTAL *								.00	225.56
0002946	00	OMAHA PUBLIC POWER DISTRICT							
2462853776	1222			00	12/28/2022	051-5105-502.60-65	SPP Marketing Agency Serv	EFT:	6,786.00
2462853776	TCR			00	12/28/2022	051-5105-555.50-00	Nov 2022 ARR/TCR Market	EFT:	5,504.37
1115740525	1222			00	12/28/2022	051-5305-560.60-76	Dec 2022 Interconnection	EFT:	4,667.52
7281943133	1222	PI1401		00	12/28/2022	055-7105-502.60-71	PO NUM 060105	EFT:	33.00
0128000051	1222	PI1400		00	12/28/2022	057-8205-870.60-61	PO NUM 060092	EFT:	123.00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002946	00	OMAHA PUBLIC POWER DISTRICT						
						VENDOR TOTAL *	.00	17,113.89
0001268 126363	00	P & H ELECTRIC INC PI1265	00	12/28/2022	055-7105-502.50-35	PO NUM 060151	22.00	
						VENDOR TOTAL *	22.00	
0004567 57231	00	PCO DIVISION II INC PI1289	00	12/28/2022	051-5105-502.60-59	PO NUM 060200	1,450.65	
57365		PI1382	00	12/28/2022	051-5105-502.60-59	PO NUM 060575	430.00	
57365		PI1383	00	12/28/2022	051-5105-502.60-79	PO NUM 060575	45.00	
57368		PI1384	00	12/28/2022	051-5105-502.60-59	PO NUM 060575	195.00	
57368		PI1385	00	12/28/2022	051-5105-502.60-79	PO NUM 060575	45.00	
						VENDOR TOTAL *	2,165.65	
9999999 000084853	00	PENHA, TERRELL J UT	00	12/28/2022	051-0000-143.00-00	MANUAL CHECK	66.07	
						VENDOR TOTAL *	66.07	
0004800 12092022 #2	00	PINNACLE BANK - VISA PI1275	00	12/28/2022	051-5001-926.60-62	PO NUM 060777	199.00	
11172022		PI1292	00	12/28/2022	051-5001-922.60-65	PO NUM 060444	108.00	
12072022 #4		PI1298	00	12/28/2022	051-5001-903.60-62	PO NUM 060765	289.47	
						VENDOR TOTAL *	596.47	
0002622 1022123527	00	PITNEY BOWES INC PI1396	00	12/28/2022	051-5001-903.60-65	PO NUM 060840	150.00	
						VENDOR TOTAL *	150.00	
0003566 1674667	00	POLYDYNE INC PI6284	00	12/28/2022	055-0000-154.00-00	PO NUM 059968	EFT:	205.70-
1696145		PI1281	00	12/28/2022	055-0000-154.00-00	PO NUM 060744	EFT:	17,032.40
1674667		PI6305	00	12/28/2022	055-7105-502.50-52	PO NUM 059968	EFT:	7.21-
						VENDOR TOTAL *	.00	16,819.49
0004740 18114	00	PREMIER STAFFING INC PI1286	00	12/28/2022	051-5001-926.60-61	PO NUM 060154	40.00	
18120		PI1287	00	12/28/2022	051-5001-926.60-61	PO NUM 060154	40.00	
18139		PI1316	00	12/28/2022	051-5001-920.60-61	PO NUM 059845	1,331.10	
17994		PI1320	00	12/28/2022	051-5001-926.60-61	PO NUM 060154	40.00	
18140		PI1321	00	12/28/2022	051-5001-926.60-61	PO NUM 060154	40.00	
						VENDOR TOTAL *	1,491.10	
0004413 33189000	00	RADWELL INTERNATIONAL LLC PI1294	00	12/28/2022	055-7105-502.50-35	PO NUM 060623	653.30	
						VENDOR TOTAL *	653.30	
0004168 471910	00	RAILROAD MANAGEMENT CO III LLC PI1291	00	12/28/2022	057-8205-870.60-77	PO NUM 060326	344.67	
						VENDOR TOTAL *	344.67	
0002876	00	RAWHIDE CHEMOIL INC						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002876 21221	00	RAWHIDE CHEMOIL INC PI1300	00	12/28/2022	051-5001-940.50-30	PO NUM 060784	18,032.41	
						VENDOR TOTAL *	18,032.41	
0005445 1701822-12	00	RAY MARTIN COMPANY OF OMAHA PI1326	00	12/28/2022	051-5001-932.60-65	PO NUM 060351	2,275.00	
						VENDOR TOTAL *	2,275.00	
0004939 881809-00	00	RESCO PI1370	00	12/28/2022	051-0000-154.00-00	PO NUM 060790	3,852.00	
						VENDOR TOTAL *	3,852.00	
0000663 90384416	00	SAFETY-KLEEN SYSTEMS INC PI1296	00	12/28/2022	051-5105-502.60-61	PO NUM 060688	EFT:	352.91
						VENDOR TOTAL *	.00	352.91
0000429 264387 264604	00	SKARSHAUG TESTING LABORATORY INC PI1280 PI1327	00 00	12/28/2022 12/28/2022	051-0000-154.00-00 051-5205-580.50-35	PO NUM 060671 PO NUM 060398	947.95 232.49	
						VENDOR TOTAL *	1,180.44	
0003415 ARV/55461322	00	SNAP-ON INDUSTRIAL PI1331	00	12/28/2022	051-5001-940.50-48	PO NUM 060727	3,291.11	
						VENDOR TOTAL *	3,291.11	
0004430 70014896	00	STANDARD LABORATORIES INC PI1285	00	12/28/2022	051-5105-502.60-61	PO NUM 059503	1,381.04	
						VENDOR TOTAL *	1,381.04	
0003254 3525160530	00	STAPLES CONTRACT & COMMERCIAL LLC PI1299	00	12/28/2022	051-5001-920.50-40	PO NUM 060774	EFT:	58.64
						VENDOR TOTAL *	.00	58.64
0001137 6162346 6162346	00	STEFFY CHRYSLER CENTER INC, GENE PI1230 PI1231	00 00	12/28/2022 12/28/2022	053-6205-583.50-48 053-6205-583.60-59	PO NUM 060748 PO NUM 060748	179.13 195.00	
						VENDOR TOTAL *	374.13	
0000275 147190	00	SUNSHINE FILTERS OF PINELLAS INC PI1367	00	12/28/2022	051-0000-153.00-00	PO NUM 060644	4,116.57	
						VENDOR TOTAL *	4,116.57	
0005183 369318 369318	00	SUPERION LLC - CENTRALSQUARE	00 00	12/28/2022 12/28/2022	051-0000-165.00-00 051-0000-165.00-00	Time & Attendance Cloud TimeClock Plus Maint	EFT: EFT:	4,375.82 6,546.10
						VENDOR TOTAL *	.00	10,921.92
0005295 14471 14471	00	S2 REPAIR & MAINTENANCE LLC PI1301 PI1302	00 00	12/28/2022 12/28/2022	051-5001-940.50-48 051-5001-940.60-59	PO NUM 060789 PO NUM 060789	7,660.25 5,954.78	

PROGRAM: GM339L

AS OF: 12/28/2022

PAYMENT DATE: 12/28/2022

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005295	00	S2 REPAIR & MAINTENANCE LLC								
15023		PI1337		00	12/28/2022	051-5001-940.50-35	PO NUM 060804	5.32		
15023		PI1338		00	12/28/2022	051-5001-940.60-61	PO NUM 060804	120.00		
							VENDOR TOTAL *	13,740.35		
0002812	00	TENNANT SALES & SERVICE CO								
919192755		PI1390		00	12/28/2022	051-5001-940.50-35	PO NUM 060813	7.55		
919192755		PI1391		00	12/28/2022	051-5001-940.60-61	PO NUM 060813	239.68		
							VENDOR TOTAL *	247.23		
0004888	00	THE FILTER SHOP INC								
189972		PI1293		00	12/28/2022	055-7105-502.50-35	PO NUM 060596	230.40		
189970		PI1297		00	12/28/2022	055-7105-502.50-35	PO NUM 060706	128.52		
							VENDOR TOTAL *	358.92		
0004754	00	TOTAL TOOL SUPPLY INC								
08697036		PI1295		00	12/28/2022	051-5001-940.60-61	PO NUM 060659	190.99		
							VENDOR TOTAL *	190.99		
0004515	00	TRACTOR SUPPLY CREDIT PLAN								
436399		PI1288		00	12/28/2022	055-7105-502.50-35	PO NUM 060162	179.98		
							VENDOR TOTAL *	179.98		
0001914	00	UNION PACIFIC RAILROAD								
323856151				00	12/28/2022	051-0000-152.00-00	12/07/22	FREIGHT ON COAL DELIVERY	EFT:	362,781.06
							VENDOR TOTAL *	.00		362,781.06
0000877	00	UNITED CONVEYOR SUPPLY COMPANY								
487222		PI1277		00	12/28/2022	051-0000-153.00-00	PO NUM 059960	EFT:		1,764.83
487702		PI1278		00	12/28/2022	051-0000-153.00-00	PO NUM 059960	EFT:		3,687.98
488349		PI1279		00	12/28/2022	051-0000-153.00-00	PO NUM 059960	EFT:		2,660.05
488725		PI1304		00	12/28/2022	051-0000-153.00-00	PO NUM 059960	EFT:		42.94
							VENDOR TOTAL *	.00		8,155.80
0005415	00	VERIZON WIRELESS								
9921911564				00	12/28/2022	051-5001-903.50-53	Cellular	25.70		
9921911564				00	12/28/2022	051-5001-922.50-53	Cellular	143.76		
9921911564				00	12/28/2022	051-5001-925.50-53	Cellular	82.93		
9921911564				00	12/28/2022	051-5001-926.50-53	Cellular	42.92		
9921911564				00	12/28/2022	051-5105-502.50-53	Cellular	146.24		
9921911564				00	12/28/2022	051-5205-580.50-53	Engineers Cellular	264.09		
9921911564				00	12/28/2022	051-5205-580.50-53	Elect Distr Cellular	326.09		
9921911564				00	12/28/2022	053-6105-502.50-53	Cellular	47.79		
9921911564				00	12/28/2022	053-6205-583.50-53	Cellular	253.40		
9921911564				00	12/28/2022	055-7105-502.50-53	Cellular	50.26		
9921911564				00	12/28/2022	057-8205-870.50-53	Cellular	302.14		
							VENDOR TOTAL *	1,685.32		
0004336	00	WATERLINK INC								
33406		PI1282		00	12/28/2022	051-5105-502.50-52	PO NUM 058378	2,995.50		

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0004336	00	WATERLINK INC								
33535		PI1283		00	12/28/2022	051-5105-502.50-52	PO NUM 058378		901.97	
33535		PI1284		00	12/28/2022	051-5105-502.50-52	PO NUM 058378		2,740.06	
VENDOR TOTAL *									6,637.53	
0000482	00	WESCO RECEIVABLES CORP								
063717		PI1276		00	12/28/2022	051-0000-156.00-00	PO NUM 057693		EFT:	1,514.05
068254		PI1364		00	12/28/2022	051-0000-154.00-00	PO NUM 059790		EFT:	382.53
068337		PI1365		00	12/28/2022	051-0000-154.00-00	PO NUM 059841		EFT:	428.00
VENDOR TOTAL *									.00	2,324.58
0004135	00	WINDOW PRO INC								
5692825		PI1290		00	12/28/2022	051-5001-932.60-61	PO NUM 060213		EFT:	107.00
48760		PI1323		00	12/28/2022	051-5001-932.60-61	PO NUM 060213		EFT:	10.70
VENDOR TOTAL *									.00	117.70
0002791	00	YRC FREIGHT								
887-278986-7		PI1387		00	12/28/2022	055-7105-502.60-79	PO NUM 060742		341.00	
VENDOR TOTAL *									341.00	
EFT/EPAY TOTAL ***										1,675,994.67
TOTAL EXPENDITURES ****									439,682.35	1,675,994.67
GRAND TOTAL *****										2,115,677.02



COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES
December 13, 2022 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

COMMUNITY DEVELOPMENT AGENCY AGENDA

MEETING CALLED TO ORDER Following the Pledge of Allegiance, Mayor Spellerberg called the Community Development Agency meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL Roll call showed Members Ellis, Yerger, Vaughan, Jensen, Legband, Ganem, Sookram and Gibson present; 8 members present.

1. Consider authorizing Community Development Agency Chairperson to sign Certificate of Completion for RD Leasing. Motion made by Vaughan, Seconded by Legband to authorize Community Development Agency Chairperson to sign Certificate of Completion for RD Leasing. Voting Yea: Ellis, Ganem, Gibson, Jensen, Legband, Sookram, Vaughan, Yerger. motion carried.

ADJOURNMENT Motion made by Sookram, seconded by Jensen to adjourn; time: 7:03 P.M. Voting Yea: Yerger, Ellis, Legband, Vaughan, Jensen, Ganem, Sookram, Gibson. Motion carried.

FINAL MEETING OF 2020-2022 CITY COUNCIL

MEETING CALLED TO ORDER Mayor Spellerberg called the City Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas

ROLL CALL Roll call showed Members Ellis, Yerger, Vaughan, Jensen, Legband, Ganem, Sookram and Gibson present; 8 members present.

MAYOR COMMENTS

(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

1. Dispense with and approve November 29, 2022 City Council Meeting Minutes & Board of Equalization Minutes. Motion made by Jensen, seconded by Sookram to approve November 29, 2022 City Council Meeting Minutes & Board of Equalization Minutes. Voting Yea: Ellis, Ganem, Gibson, Jensen, Legband, Sookram, Vaughan, Yerger. motion carried.

2. Resolution 2022-220 regarding return of City property by Council Members Legband & Yerger. Motion made by Ganem, seconded by Vaughan to approve Resolution 2022-220. Voting Yea: Ellis, Ganem, Gibson, Jensen, Legband, Sookram, Vaughan, Yerger. motion carried.

ADJOURN SINE DIE Motion made by Jensen, seconded by Gibson to adjourn; time: 7:07 P.M.
Voting Yea: Yerger, Ellis, Legband, Vaughan, Jensen, Ganem, Sookram, Gibson. Motion carried.

CITY COUNCIL REGULAR MEETING AGENDA

MEETING CALLED TO ORDER Mayor Spellerberg called the City Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL Roll call showed Members Ellis, Lathrop, Vaughan, Jensen, VonBehren, Ganem, Sookram and Gibson present; 8 members present.

MAYOR COMMENTS

(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

1. Resolution 2022-221 regarding qualification of Paul Von Behren, Glen Ellis, Mark W. Jensen, and Lori Schmidt-Lathrop as elected officers a. Oath of Office. Motion made by Ganem, Seconded by Sookram to approve Resolution 2022-221. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop Voting Abstaining: VonBehren. Motion carried. Newly elected officers took their oath of office.
2. Election of President of City Council. Mayor Spellerberg opened the floor to nominations for Council President. Council Member Gibson nominated Council Member Jensen. Council Member Vaughan nominated Council Member Jensen. Mayor Spellerberg closed the nominations for voting. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. The roll call vote resulted in electing Council Member Jensen as Council President for a two-year term ending December 2024; the results were 8 votes for Council Member Jensen.
3. Motion to adopt current agenda for the December 13, 2022 Regular Meeting. Council Member Lathrop requested that item #9 be removed from the consent agenda, and Council Member Ellis requested that item #6 be removed from the consent agenda. Motion made by Jensen, Seconded by Sookram to adopt current agenda for the December 13, 2022 Regular Meeting with items #6 and #9 removed from the consent agenda. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately. Motion made by Sookram, seconded by Ganem to approve consent agenda items 5, 7 & 8. Voting Yea: Lathrop, Ellis, Gibson, Jensen, VonBeren, Ganem, Vaughan, Sookram. Motion carried.

4. Motion to approve November 30, 2022 through December 13, 2022 claims and authorize checks to be drawn on the proper accounts. Motion made by Vaughan, Seconded by Ganem to approve November 30, 2022 through December 13, 2022 claims and authorize checks to be drawn on the proper accounts. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.
5. Receive Report of the Treasury
6. Resolution 2022-222 confirming the City of Fremont's procedure for complying with the Open Meetings Act. Motion made by Jensen, Seconded by Sookram to receive alternative resolution language and open meetings act excerpts into the record. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried. Motion made by Jensen, Seconded by Vaughan to approve Resolution 2022-222. Voting Yea: Ellis, Gibson, Jensen, Sookram, Vaughan, Lathrop. Voting Nay: Ganem, VonBehren. Motion carried.
7. Resolution 2022-223 authorizing staff to apply for a grant from the Civic and Community Center Financing Fund for renovation of Keene Memorial Library
8. Resolution 2022-224 to certify that the City continuously employed a Street Superintendent, licensed by the State of Nebraska for the 2022 calendar year and to authorize the Mayor to sign the NDOT Year-End Certification of City Street Superintendent 2022 form
9. Resolution 2022-225 to accept State of Nebraska Contract #15736-OC bid to purchase 1 (one) new 2023 Dodge Ram 1500 4WD Extended Cab Pickup Truck for City of Fremont Street Department. Motion made by Sookram, Seconded by Jensen to approve Resolution 2022-225. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, VonBehren. Voting Abstaining: Lathrop. Motion carried.
10. Resolution 2022-226 authorizing the Fremont Department of Utilities Staff to purchase two 750 kVA three phase pad mounted transformers from Sunbelt Solomon. Motion made by Sookram, Seconded by VonBehren to approve Resolution 2022-226. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.
11. Resolution 2022-228 to authorize staff to enter into two-year agreement with Midwest Employers for Worker's Compensation Excess coverage. Motion made by Vaughan, Seconded by Jensen to approve Resolution 2022-228. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.
12. Resolution 2022-229 to authorize renewing worker's compensation claims administration services with TRISTAR for the 2023 calendar year. Motion made by Vaughan, Seconded by Jensen to approve Resolution 2022-229. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.
13. Receive and file Local Option Economic Development Fund (LB840) Quarterly Report Motion made by Jensen, Seconded by Sookram to receive and file Local Option Economic Development Fund (LB840) Quarterly Report. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.

UNFINISHED BUSINESS: Requires individual associated action

14. Resolution 2022-213 to approve Final Acceptance of the Luther Road South Paving Project by authorizing the Mayor to sign Final Pay Application No. 10 and Final Change Order. Motion made by Vaughan, Seconded by Ganem to approve Resolution 2022-213. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.

NEW BUSINESS: Requires individual associated action

15. Resolution 2022-227 to approve the renewal of Maintenance Agreement No. 11 for the 2023 calendar year and to authorize the Mayor to sign said agreement with the Nebraska Department of Transportation. Motion made by Ganem, Seconded by Jensen to approve Resolution 2022-227. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.
16. Motion to authorize the Mayor to sign MOU with IAFF to change the work cycle to match pay periods. Motion made by Sookram, Seconded by Jensen to authorize the Mayor to sign MOU with IAFF to change the work cycle to match pay periods. Voting Yea: Ellis, Ganem, Gibson, Jensen, Sookram, Vaughan, Lathrop, VonBehren. Motion carried.
17. Executive session to discuss update regarding pending litigation and discuss real estate matters. Moved by Jensen, seconded by Sookram to go into executive session to discuss update regarding pending litigation and discuss real estate matters and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated that the pending motion was to go into executive session for strategy session with respect to discussing update regarding pending litigation and discuss real estate matters and for the further reason that the executive session is necessary for the protection of the public interest. Voting Yea: Ganem, Sookram, Lathrop, Ellis, VonBehren, Vaughan, Gibson and Jensen. Motion carried. The Mayor stated that the motion to go into executive session for discussing update regarding pending litigation and discuss real estate matters and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to discussing update regarding pending litigation and discuss real estate matters. No official actions or votes will be taken during the executive session. Time in: 8:29 p.m. Moved by Jensen, seconded by Sookram to come out of executive session where no official actions or votes were taken. Voting Yea: Lathrop, Ellis, VonBehren, Sookram, Ganem, Vaughan, Gibson and Jensen. Motion carried. Time out: 9:30 p.m.

ADJOURNMENT Motion made by Sookram, seconded by Gibson to adjourn; time: 9:31 P.M. Voting Yea: Lathrop, Ellis, VonBehren, Ganem, Sookram, Vaughan, Gibson and Jensen. Motion carried.

Agenda posted at the Municipal Building on December 7, 2022 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on December 7, 2022. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA
COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES FOR
DECEMBER 13, 2022.

Tyler Ficken, City Clerk

Joey Spellerberg, Mayor

FHI ACTIVITY SUMMARY
November 2022

TOTAL CALLS	4
CITY	4
COUNTY	0
DOMESTIC ANIMAL	4
WILDLIFE	0
REGULAR HOURS	3
AFTER HOURS	1

MICROCHIPS SOLD	10
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LICENSES SOLD	10
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COMPLAINTS	0
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TOTAL STRAYS	44
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TNR PROJECTS	PENDING	0
	IN PROGRESS	0
	CLOSED	0

FHI SUMMARY PAGE
November 2022

CANINE
FELINE
REP/AMP/FISH
SMALL ANIMAL
WILDLIFE

BEGINNING COUNT		INTAKE				TOTAL INTAKE		OUTCOME				TOTAL OUTCOME		END COUNT IN CUSTODY
		STRAY	RBO	Other/L EO/BIC	TRFR IN			RTO	ADOPT	TRFR	DOA/Euth			
47		21	4	3	0	28		15	18	0	1	34		41
97		18	5	1	0	24		4	11	0	6	21		100
1		0	0	0	0	0		0	0	0	0	0		1
26		0	0	2	0	2		0	4	0	0	4		24
0		5	0	0	0	5		0	0	5	0	5		0
171		44	9	0	0			19	33	5	7	64		154

INTAKE REPORT
NOVEMBER 2022

Intake Date	Intake Type	Pet Age Group	Pet Name	Pet Breed	Pet Type	Pet Age	Current Status
11/05/2022	Other	up to 5 months	AC Neeko	Domestic Short Hair	Cat	Kitten	Fostered
11/01/2022	Other	Other	AC Lucy (BITE HOLD)	Blue Heeler	Dog	Senior	Returned to Owner
11/06/2022	Other	Other	AC Oscar (Sit N Stay)	Labrador Retriever	Dog	Senior	Returned to Owner
11/08/2022	Other	Adult	AC Ozzy (LEO HOLD)	Chihuahua	Dog	Adult	Returned to Owner
11/28/2022	Other	Adult	AC Darwin	Rat	Small Animal	Adult	Intake
11/28/2022	Other	Adult	AC Donnie	Rat	Small Animal	Adult	Intake
11/11/2022	RBO	up to 5 months	2745-Licorice	Domestic Short Hair	Cat	Kitten	Fostered
11/11/2022	RBO	up to 5 months	AC Blackberry	Domestic Shorthair	Cat	Kitten	Fostered
11/11/2022	RBO	up to 5 months	Ac Cici (Chip)	Domestic Shorthair	Cat	Kitten	Foster to Adopt
11/11/2022	RBO	up to 5 months	AC Dash	Domestic Shorthair	Cat	Kitten	Fostered
11/23/2022	RBO	Other	AC Teddy Bear	Domestic Long Hair	Cat	Kitten	Adopted
11/01/2022	RBO	Other	AC Lotus	Shepherd (Unknown Type), Collie	Dog	Adult	Adopted
11/16/2022	RBO	Other	AC Becker	Labrador Retriever	Dog	Puppy	Foster to Adopt
11/17/2022	RBO	up to 5 months	AC Annie	Coonhound	Dog	Puppy	Adopted
11/29/2022	RBO	Other	AC Tia	Pointer, Labrador Retriever	Dog	Puppy	Foster to Adopt
11/01/2022	SAL	Other	AC Bonnie	Domestic Short Hair, Tabby	Cat	Kitten	Fostered
11/01/2022	SAL	Other	AC Clyde	Domestic Short Hair, Tabby	Cat	Kitten	Available
11/01/2022	SAL	Adult	AC Kiara	Calico	Cat	Adult	Returned to Owner
11/06/2022	SAL	Adult	AC Binx	Domestic Short Hair	Cat	Adult	Euthanized
11/07/2022	SAL	Adult	AC DSH (807 S Broad St)	Domestic Short Hair	Cat	Adult	Deceased
11/08/2022	SAL	Other	AC Athena	Domestic Short Hair	Cat	Kitten	Intake
11/09/2022	SAL	Other	AC Elizabeth	Calico	Cat	Adult	Intake
11/10/2022	SAL	Adult	AC Moose	Tabby	Cat	Adult	Returned to Owner
11/11/2022	SAL	Other	AC Atlas	Domestic Short Hair	Cat	Adult	Intake
11/11/2022	SAL	Adult	AC Norman	Domestic Short Hair	Cat	Adult	Adopted
11/11/2022	SAL	Other	AC Sky	Domestic Short Hair	Cat	Young	Intake
11/12/2022	SAL	Adult	AC DSH Tuxedo	Domestic Short Hair	Cat	Adult	Deceased
11/15/2022	SAL	Adult	AC Deceased Orange Tabby	Tabby	Cat	Adult	Deceased
11/16/2022	SAL	Other	AC Naomi	Tabby	Cat	Adult	Intake
11/26/2022	SAL	Adult	AC Storm	Domestic Short Hair	Cat	Adult	Deceased
11/27/2022	SAL	Other	AC Jack	Domestic Short Hair	Cat	Kitten	Intake
11/29/2022	SAL	Adult	AC Ember	Tortoiseshell	Cat	Adult	Intake
11/30/2022	SAL	up to 5 months	AC Chance	Domestic Short Hair	Cat	Kitten	Available
11/04/2022	SAL	Other	AC Chance	Chihuahua	Dog	Senior	Returned to Owner
11/04/2022	SAL	Adult	AC Jaia	German Shepherd Dog	Dog	Adult	Returned to Owner
11/04/2022	SAL	Other	AC Lucy (2nd Offense)	Black and Tan Coonhound, Rottweiler	Dog	Adult	Returned to Owner
11/06/2022	SAL	Other	AC Nico	Labrador Retriever	Dog	Senior	Returned to Owner
11/06/2022	SAL	Other	AC Payton	Husky	Dog	Young	Returned to Owner
11/07/2022	SAL	Adult	AC Fujin	Golden Retriever	Dog	Adult	Intake
11/07/2022	SAL	Other	AC Tundra	American Eskimo Dog	Dog	Senior	Returned to Owner
11/08/2022	SAL	Other	AC Dutton	Border Collie	Dog	Adult	Available
11/08/2022	SAL	Adult	AC Opi	Terriers (Small)	Dog	Adult	Returned to Owner
11/09/2022	SAL	Adult	AC Casper	Pit Bull Terrier	Dog	Adult	Returned to Owner
11/11/2022	SAL	Other	AC Darlin	Labrador Retriever	Dog	Puppy	Returned to Owner
11/12/2022	SAL	Other	AC Kash	Labrador Retriever	Dog	Adult	Returned to Owner

INTAKE REPORT
NOVEMBER 2022

Intake Date	Intake Type	Pet Age Group	Pet Name	Pet Breed	Pet Type	Pet Age	Current Status
11/17/2022	SAL	Other	AC MJ	German Shepherd Dog	Dog	Puppy	Returned to Owner
11/18/2022	SAL	Other	AC Mayzee May	Rat Terrier	Dog	Adult	Returned to Owner
11/20/2022	SAL	Adult	AC Moose (5th Offense)	Labrador Retriever	Dog	Adult	Returned to Owner
11/21/2022	SAL	Other	AC Layla	Australian Cattle Dog, Rat Terrier	Dog	Adult	Adopted
11/22/2022	SAL	Adult	AC Roscoe	Chihuahua	Dog	Adult	Returned to Owner
11/26/2022	SAL	Adult	Duke (3rd Offense)	Pointer	Dog	Adult	Returned to Owner
11/27/2022	SAL	Other	AC Lucy	German Shepherd Dog	Dog	Adult	Returned to Owner
11/29/2022	SAL	Other	AC Harlow	Great Dane	Dog	Puppy	Adopted
11/30/2022	SAL	Adult	AC Alley	Terriers (Small)	Dog	Adult	Adopted
11/03/2022	SAL	Other	AC Raccoon (1435 E Cuming)	Raccoon	Other		Transferred
11/09/2022	SAL	Other	AC Raccoon (90th & Westridge Dr)	Raccoon	Other		Transferred
11/11/2022	SAL	Other	AC Raccoon	Raccoon	Other		Transferred
11/16/2022	SAL	Other	AC Goose	Goose	Bird		Transferred
11/29/2022	SAL	Other	AC Goose	Goose	Bird		Transferred

	Canine	Feline	Sm Animal	R,A,F	Wildlife/Farm	Total
SAL	21	18	0	0	5	44
RBO	4	5	0	0	0	9
BIC	0	0	0	0	0	0
LEO/Other	3	1	2	0	0	6
TRFR IN	0	0	0	0	0	0
Total	28	24	2	0	5	59

OUTCOME REPORT
NOVEMBER 2022

Outtake Date	Outtake Type	Average Length of Stay	Pet Age Group	Pet Name	Pet Breed	Pet Type	Pet Age	Current Status
11/02/2022	Adopted	7 months	Other	AC Cardi	Domestic Long Hair	Cat	Adult	Adopted
11/04/2022	Adopted	6 months	Other	AC Crush (Dorito)	Domestic Short Hair	Cat	Kitten	Adopted
11/13/2022	Adopted	almost 2 years	Other	Katniss	Domestic Shorthair, Tabby	Cat	Adult	Adopted
11/14/2022	Adopted	4 months	Other	AC Journey	Tabby	Cat	Kitten	Adopted
11/14/2022	Adopted	3 months	Other	AC Margo	Domestic Short Hair	Cat	Kitten	Adopted
11/15/2022	Adopted	about 2 months	Other	AC Pru	Domestic Short Hair	Cat	Adult	Adopted
11/15/2022	Adopted	27 days	Other	AC Tortilla	Tabby	Cat	Kitten	Adopted
11/18/2022	Adopted	6 months	Other	AC Lola (Luna)	Domestic Short Hair	Cat	Kitten	Adopted
11/23/2022	Adopted	5 months	Other	AC Rebel	Domestic Short Hair	Cat	Senior	Adopted
11/25/2022	Adopted	2 months	Adult	AC Felicia	Calico	Cat	Adult	Adopted
11/28/2022	Adopted	6 months	Other	AC Ty (9646)	Domestic Short Hair	Cat	Kitten	Adopted
11/01/2022	Adopted	about 1 year	Other	Nash fka Jacks	Pembroke Welsh Corgi	Dog	Puppy	Adopted
11/04/2022	Adopted	3 months	Adult	AC Sawyer	Labrador Retriever	Dog	Adult	Adopted
11/04/2022	Adopted	15 days	Other	AC Mottley	Cane Corso	Dog	Puppy	Adopted
11/07/2022	Adopted	2 months	Adult	AC Autumn	Labrador Retriever	Dog	Adult	Adopted
11/11/2022	Adopted	3 months	Other	AC Harley	Husky	Dog	Puppy	Adopted
11/11/2022	Adopted	about 1 month	Other	AC Bella	Pit Bull Terrier	Dog	Puppy	Adopted
11/12/2022	Adopted	4 months	Other	AC Jack	Doberman Pinscher	Dog	Adult	Adopted
11/14/2022	Adopted	2 months	Other	AC Rudy	Terriers (Medium)	Dog	Puppy	Adopted
11/15/2022	Adopted	4 months	Other	AC Ava	Labrador Retriever	Dog	Senior	Adopted
11/15/2022	Adopted	21 days	Adult	AC Cora	Pekingese	Dog	Adult	Adopted
11/17/2022	Adopted	about 2 months	Adult	AC Nora	Labrador Retriever	Dog	Adult	Adopted
11/20/2022	Adopted	7 months	Other	AC Harley	Chihuahua	Dog	Adult	Adopted
11/22/2022	Adopted	4 months	Other	AC Onyx	Labrador Retriever	Dog	Puppy	Adopted
11/25/2022	Adopted	about 2 months	Other	AC Oakley	German Shorthaired Pointer	Dog	Adult	Adopted
11/26/2022	Adopted	25 days	Other	AC Lotus	Shepherd (Unknown Type), Collie	Dog	Adult	Adopted
11/27/2022	Adopted	2 months	Adult	AC Mabel	Spaniels (Medium)	Dog	Adult	Adopted
11/27/2022	Adopted	2 months	Adult	AC Franklin	Spaniels (Medium)	Dog	Adult	Adopted
11/28/2022	Adopted	2 months	Other	AC Georgie	Miniature Pinscher, Pomeranian	Dog	Puppy	Adopted
11/20/2022	Adopted	4 months	up to 5 months	AC Gray Baby Bunny 1 (BIC)	Other/Unknown	Rabbit	Baby	Adopted
11/04/2022	Adopted	5 months	Other	AC Rebel	Ferret	Small Anima	Adult	Adopted
11/04/2022	Adopted	5 months	Other	AC Walter	Ferret	Small Anima	Young	Adopted
11/14/2022	Adopted	about 1 year	Other	AC Reba	Guinea Pig	Small Anima	Young	Adopted
11/02/2022	Deceased	about 2 months	Other	AC Hooper	Domestic Short Hair	Cat	Kitten	Deceased
11/12/2022	Deceased	less than 5 seconds	Adult	AC DSH Tuxedo	Domestic Short Hair	Cat	Adult	Deceased
11/15/2022	Deceased	less than 5 seconds	Adult	AC Deceased Orange Tabby	Tabby	Cat	Adult	Deceased
11/17/2022	Deceased	10 days	Adult	AC DSH (807 S Broad St)	Domestic Short Hair	Cat	Adult	Deceased
11/26/2022	Deceased	less than 5 seconds	Adult	AC Storm	Domestic Short Hair	Cat	Adult	Deceased
11/21/2022	Euthanized	15 days	Adult	AC Binx	Domestic Short Hair	Cat	Adult	Euthanized
11/15/2022	Euthanized	4 months	Adult	AC Figaro	Labrador Retriever	Dog	Adult	Euthanized
11/01/2022	RTO	1 day	Adult	AC Oakley	Domestic Medium Hair	Cat	Adult	RTO
11/03/2022	RTO	2 days	Adult	AC Kiara	Calico	Cat	Adult	RTO
11/09/2022	RTO	10 days	Adult	AC Marco	Domestic Short Hair	Cat	Adult	RTO
11/11/2022	RTO	1 day	Adult	AC Moose	Tabby	Cat	Adult	RTO
11/01/2022	RTO	5 months	Other	AC Oscar (Sit N Stay) 2471	Labrador Retriever	Dog	Senior	RTO
11/04/2022	RTO	less than 5 seconds	Adult	AC Jaia	German Shepherd Dog	Dog	Adult	RTO
11/04/2022	RTO	less than 5 seconds	Other	AC Lucy (2nd Offense)	Black and Tan Coonhound, Rottweil	Dog	Adult	RTO
11/06/2022	RTO	less than 5 seconds	Other	AC Payton	Husky	Dog	Young	RTO

OUTCOME REPORT
NOVEMBER 2022

Outtake Date	Outtake Type	Average Length of Stay	Pet Age Group	Pet Name	Pet Breed	Pet Type	Pet Age	Current Status
11/07/2022	RTO	less than 5 seconds	Other	AC Tundra	American Eskimo Dog	Dog	Senior	RTO
11/07/2022	RTO	3 days	Other	AC Chance	Chihuahua	Dog	Senior	RTO
11/08/2022	RTO	2 days	Other	AC Nico	Labrador Retriever	Dog	Senior	RTO
11/09/2022	RTO	less than 5 seconds	Adult	AC Casper	Pit Bull Terrier	Dog	Adult	RTO
11/13/2022	RTO	2 days	Other	AC Darlin	Labrador Retriever	Dog	Puppy	RTO
11/17/2022	RTO	less than 5 seconds	Other	AC MJ	German Shepherd Dog	Dog	Puppy	RTO
11/26/2022	RTO	18 days	Adult	AC Opi	Terriers (Small)	Dog	Adult	RTO
11/26/2022	RTO	18 days	Adult	AC Ozzy (LEO HOLD)	Chihuahua	Dog	Adult	RTO
11/27/2022	RTO	5 days	Adult	AC Roscoe	Chihuahua	Dog	Adult	RTO
11/28/2022	RTO	2 days	Adult	Duke (3rd Offense)	Pointer	Dog	Adult	RTO
11/12/2022	RTO	less than 5 seconds	Other	AC Kash	Labrador Retriever	Dog	Adult	RTO
11/16/2022	Transferred	less than 5 seconds	Other	AC Goose	Goose	Bird		Transferred
11/26/2022	Transferred	3 days	Other	AC Goose	Goose	Bird		Transferred
11/03/2022	Transferred	less than 5 seconds	Other	AC Raccoon (1435 E Cuming)	Raccoon	Other		Transferred
11/06/2022	Transferred	3 days	Other	AC Raccoon (90th & Westridge Dr)	Raccoon	Other		Transferred
11/11/2022	Transferred	less than 5 seconds	Other	AC Raccoon	Raccoon	Other		Transferred

	Canine	Feline	Sm Animal	R, A, F	Total
RTO	15	4	0	0	19
Adopted	18	11	4	0	33
TRFR/Other	0	0	0	0	5
DOA/Euth	1	6	0	0	7
Total	34	21	4	0	64

FurEver Home, Inc.
November 2022 In Custody

Name	Breed	Status	Pet Type	Pet Age	Date Pet Entered Care
AC Alexandra	Domestic Short Hair	Available	Cat	Kitten	08/29/2022
AC Alvin	Domestic Short Hair	Available	Cat	Adult	10/05/2022
AC Ara (South Park Ave)	Domestic Short Hair	Available	Cat	Kitten	08/30/2022
AC Banks	Domestic Short Hair	Available	Cat	Adult	07/15/2022
AC Beatrix (South Park)	Tabby	Available	Cat	Adult	09/08/2022
AC Blue	Domestic Short Hair	Available	Cat	Adult	08/28/2022
Ac Cheetah	Tabby	Available	Cat	Adult	05/11/2021
AC Cheeto	Domestic Short Hair	Available	Cat	Adult	07/28/2022
AC Daisy	Domestic Short Hair	Available	Cat	Adult	04/02/2022
AC Diamond	Domestic Medium Hair	Available	Cat	Kitten	06/10/2022
AC Ethel	Domestic Short Hair	Available	Cat	Kitten	09/13/2022
AC Fletcher	Domestic Short Hair	Available	Cat	Adult	05/12/2022
AC Fred	Domestic Short Hair	Available	Cat	Kitten	09/13/2022
AC Giselle	Domestic Short Hair	Available	Cat	Adult	09/21/2022
AC Hooligan	Domestic Short Hair	Available	Cat	Adult	09/09/2022
AC Jetta	Domestic Short Hair	Available	Cat	Adult	10/05/2022
AC Julius	Domestic Short Hair	Available	Cat	Adult	10/12/2022
AC Keenan	Domestic Short Hair	Available	Cat		10/19/2022
AC King	Domestic Short Hair	Available	Cat	Adult	06/06/2022
AC Marlin	Domestic Short Hair	Available	Cat	Adult	10/15/2021
AC Morticia	Domestic Short Hair	Available	Cat	Adult	06/12/2022
AC Mylie (Tiggra)	Tortoiseshell	Available	Cat	Young	03/08/2022
AC Namora	Tabby	Available	Cat	Kitten	09/22/2022
AC Ninja (Kitten 7988)	Domestic Short Hair	Available	Cat	Kitten	06/10/2022
AC Opie	Domestic Short Hair	Available	Cat	Kitten	07/12/2022
AC Patches	Domestic Short Hair	Available	Cat	Adult	05/03/2022
AC PJ	Domestic Short Hair	Available	Cat	Adult	09/03/2022
AC Presto	Domestic Short Hair	Available	Cat	Adult	10/05/2022
AC Reaper	Domestic Short Hair	Available	Cat	Kitten	10/27/2022
AC Remi (HWY 30)	Domestic Short Hair	Available	Cat	Adult	08/18/2022
AC Ren	Tabby	Available	Cat	Adult	09/17/2022
AC Rose	Calico	Available	Cat	Senior	08/15/2022
AC Ruckus	Domestic Long Hair	Available	Cat	Kitten	09/11/2022
AC Sasha (836 N I St)	Domestic Medium Hair	Available	Cat	Adult	07/27/2022
A/C Snickers	Domestic Shorthair, Tabby	Available	Cat		07/19/2021
AC Taylor	Domestic Long Hair	Available	Cat	Adult	09/24/2022
AC Topaz	Tabby, Tortoiseshell	Available	Cat	Adult	12/06/2021
AC Tuxi (4th & M St)	Domestic Short Hair	Available	Cat	Adult	08/30/2022
AC Clairice	Tabby	FTA	Cat	Adult	08/12/2022
AC Edward	Siamese	FTA	Cat	Kitten	08/29/2022
AC Remy	Siamese	FTA	Cat	Kitten	07/12/2022
AC Stella	Domestic Short Hair	FTA	Cat	Kitten	05/12/2022
AC Thai (South Park Ave)	Siamese	FTA	Cat	Kitten	08/30/2022
AC Tiger	Tabby	FTA	Cat	Kitten	07/25/2022
AC Tito	Domestic Short Hair	FTA	Cat		10/01/2022
AC Willow	Domestic Shorthair	FTA	Cat		09/29/2021
2745-Licorice	Domestic Short Hair	Fostered	Cat	Kitten	11/11/2022
AC Amelia	Domestic Short Hair	Fostered	Cat	Kitten	04/22/2022
AC Atreyu (Fred)	Domestic Short Hair	Fostered	Cat	Adult	08/23/2022
AC Benson	Domestic Medium Hair	Fostered	Cat	Adult	03/31/2022
9550-Blackberry	Domestic Shorthair	Fostered	Cat	Kitten	11/11/2022
AC Bonnie	Domestic Short Hair, Tabby	Fostered	Cat	Kitten	11/01/2022
AC Cheddar	Domestic Long Hair	Fostered	Cat	Kitten	09/11/2022
9871-Cici	Domestic Shorthair	Fostered	Cat	Kitten	11/11/2022
AC Clyde	Domestic Short Hair, Tabby	Fostered	Cat	Kitten	11/01/2022
AC Clyde	Domestic Long Hair	Fostered	Cat	Kitten	09/23/2022
6484-Dash	Domestic Shorthair	Fostered	Cat	Kitten	11/11/2022
AC Dewey	Tabby	Fostered	Cat	Kitten	07/30/2022
AC Emmy	Domestic Short Hair	Fostered	Cat	Young	05/12/2022
AC Knight (George)	Domestic Long Hair	Fostered	Cat	Kitten	09/22/2022
AC Mango	Domestic Long Hair	Fostered	Cat	Kitten	09/11/2022
AC Marshall (HWY 77 Hooper NE)	Domestic Short Hair	Fostered	Cat	Kitten	09/05/2022
AC Melody (1364 E 4th)	Domestic Short Hair	Fostered	Cat	Kitten	09/01/2022
AC Merlin (5th & Bell St)	Domestic Short Hair	Fostered	Cat	Kitten	07/25/2022
AC Miss Kitty (0109)	Domestic Short Hair	Fostered	Cat	Kitten	06/14/2022

FurEver Home, Inc.
November 2022 In Custody

Name	Breed	Status	Pet Type	Pet Age	Date Pet Entered Care
AC Moonlight	Domestic Short Hair	Fostered	Cat		06/10/2022
AC Neeko	Domestic Short Hair	Fostered	Cat	Kitten	11/05/2022
AC Peaches	Tortoiseshell	Fostered	Cat	Adult	07/01/2022
AC Sadie	Domestic Short Hair	Fostered	Cat	Kitten	06/14/2022
AC Scout	Domestic Short Hair	Fostered	Cat	Kitten	06/14/2022
AC Skittles (Luna)	Domestic Shorthair	Fostered	Cat	Adult	04/20/2021
AC Skye	Domestic Short Hair	Fostered	Cat	Kitten	06/14/2022
AC Smudge(8268 Co Rd 3 Arlington)	Domestic Short Hair	Fostered	Cat	Kitten	07/24/2022
AC Snoopy (9865)	Domestic Short Hair	Fostered	Cat	Kitten	06/10/2022
AC Sundae (8268 Co Rd 3 Arlington)	Domestic Short Hair	Fostered	Cat	Kitten	07/24/2022
AC Weber	Domestic Short Hair	Fostered	Cat	Adult	06/16/2021
AC Whitney	Tabby	Fostered	Cat		10/29/2021
AC Athena	Domestic Short Hair	Intake	Cat	Kitten	11/08/2022
AC Atlas	Domestic Short Hair	Intake	Cat	Adult	11/11/2022
AC Blink	Tabby	Intake	Cat	Kitten	09/30/2022
AC Chance	Domestic Short Hair	Intake	Cat		11/30/2022
AC Delta	Domestic Medium Hair	Intake	Cat	Adult	07/17/2022
AC Doyle	Domestic Short Hair	Intake	Cat	Adult	09/26/2022
AC DSH Kitten (plattsmouth)	Domestic Short Hair	Intake	Cat	Kitten	09/07/2022
AC Duncan	Domestic Short Hair	Intake	Cat	Adult	10/09/2022
AC Elizabeth	Calico	Intake	Cat	Adult	11/09/2022
AC Elmer	Domestic Short Hair	Intake	Cat	Senior	08/17/2022
AC Ember	Tortoiseshell	Intake	Cat	Adult	11/29/2022
AC Griffin	Domestic Short Hair	Intake	Cat	Adult	08/27/2022
AC Jack	Domestic Short Hair	Intake	Cat	Kitten	11/27/2022
AC Naomi	Tabby	Intake	Cat	Adult	11/16/2022
AC Norman	Domestic Short Hair	Intake	Cat	Adult	11/11/2022
AC Ollie	Domestic Short Hair	Intake	Cat	Kitten	08/01/2022
AC Sky	Domestic Short Hair	Intake	Cat	Young	11/11/2022
AC Spooky	Domestic Short Hair	Intake	Cat	Kitten	09/29/2022
AC Stevie Nicks	Domestic Shorthair	Intake	Cat	Young	03/24/2022
AC Sylus	Domestic Long Hair	Intake	Cat	Adult	06/28/2022
AC Tang	Domestic Short Hair	Intake	Cat	Adult	09/30/2022
AC Teddy Bear	Domestic Long Hair	Intake	Cat	Kitten	11/23/2022
AC Tigger	Domestic Short Hair	Intake	Cat	Senior	09/20/2022

	AVBL	FTA	Foster	Hold	Intake
Canine	17	7	7	1	9
Feline	38	8	31	0	23
Small Animal	0	0	5	0	19
R, A, F	0	0	0	1	0
Wildlife	0	0	0	0	0
Total	55	15	43	2	52

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Todd Bernt, Fire Chief

DATE: December 27, 2022

SUBJECT: Fire Billing Authorization Renewal

Recommendation: Move to approve Resolution 2022-232.
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Background: It's required by Nebraska State Statute that the city council renew this resolution to authorize fire billing annually. The City started fire billing in April 1, 2013 for structure fires, vehicle fires, motor vehicle accidents, hazardous materials, and other emergencies. Fees are collected from the individual's insurance policies that have emergency response statement written within their policy. Not all insurance companies have an emergency response statement within their policies so when this happens, no fees would be collected from those insurance companies or from any individual.

This resolution is approving the City's authorization to bill insurance companies for fire services provide to their clients. The fees listed in the resolution have been approved with the master fee schedule earlier this year and are listed in the City's master fee schedule.

For the fiscal year 2021-2022, collected \$35,687.90 from fire billing.

Fiscal Impact: Generate revenue for the general fund.

Resolution No. 2022-232

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
TO ALLOW FOR THE BILLING OF FIRE SERVICES OF THE FREMONT FIRE
DEPARTMENT.**

WHEREAS, Nebraska State Statute 35-514.02 authorizes the City of Fremont to bill for their services, and

WHEREAS, the Fremont Fire Department provides fire protection, hazardous material response, and vehicle accident response for extrication and public safety, and

WHEREAS, the Fremont Fire Department, has resources to respond to structure fires, vehicle fires, hazardous materials incidents, vehicle accidents, and other emergencies that require their services, and

WHEREAS, individuals who have had fires, accidents, and other emergencies have insurance that covers emergency response;

NOW THEREFORE BE IT RESOLVED, the City Council authorizes the following:

1. The City of Fremont may, with Council approval, enter into contracts/agreements for billing services.
2. No individual shall be billed any amount in excess of what their insurance policy may pay.
3. Rates that may be charged by the City of Fremont Fire Department are below and shall be reviewed annually and may be adjusted on an annual basis to take into consideration inflationary factors. The following fees are as stated in the Master Fee Schedule.

	Cost Per Unit
Engine	\$650.00 per hour
Aerial/Ladder Truck	\$900.00 per hour
Heavy Rescue	\$400.00 per hour
Command Vehicle	\$250.00 per hour
Utility Truck	\$350.00 per hour
Ambulance	\$250.00 per hour (standby only)
Mileage	\$ 17.00 per mile per vehicle

	Equipment Cost
Jaws of Life	\$400.00
Power Saw	\$75.00
Vehicle Stabilization Struts	\$75.00

Air Bags	\$75.00
Cribbing Blocks	\$10.00
Hand Tools/shovels	\$10.00
Ventilation Fan	\$50.00

Supplies

Class A Foam	\$95.00 per 5 gallon
Class AFFF Foam	\$180.00 per 5 gallon
Absorbent Material	\$30.00 per bag
Salvage Covers	\$60.00 each

4. All revenue shall be deposited into the general fund under the Fire Department as determined by the Director of Finance and the billing and fees shall be effective January 1, 2023.

PASSED AND APPROVED THIS 27 DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Angie Olson, Grant Coordinator
DATE: December 27, 2022
SUBJECT: Acceptance donation Arbor Vitae Chapter #92

Recommendation: Approve Resolution 2022-233.

Background: The City of Fremont received notification of a donation award from the Arbor Vitae Chapter #92, Order of the Eastern Star in the amount of \$50,000.

This donation is to be used toward the purchase of thermal imagers and battery-operated extrication/rescue tools.

Fiscal Impact: There is no fiscal impact to the City.



Arbor Vitae Chapter #92
Order of the Eastern Star

December 8, 2022

Fremont Fire Department
City of Fremont
400 E Military Ave
Fremont, NE 68025

Chief Todd Bernt,

Arbor Vitae Chapter #92, Order of the Eastern Star in Fremont is pleased to support the Fremont Fire Department with a \$50,000.00 monetary donation. This donation is to be used for the purchase of Thermal Hand Imagers and Battery Powered Extrication and Rescue tools.

We admire your work in the community and your diligent efforts to improve our safety. We recognize that the Fremont Fire Department goes above and beyond the call of duty. You represent all that is good, wholesome, ethical, and moral. You can be assured that your efforts are greatly appreciated not only by us but by most members of this community.

Sincerely,

Mollie Brown
Worthy Matron

Todd Hochstein
Worthy Patron

Reply to:
Linda Prohaska
Secretary
350 E 23rd Street
Fremont, NE 68025

RESOLUTION NO. 2022-233

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA,
AUTHORIZING DONATION ACCEPTANCE FROM THE ARBOR VITAE CHAPTER 92,
ORDER FOR THE EASTERN STAR IN FREMONT FOR THE AMOUNT OF \$50,000.**

WHEREAS, the City of Fremont was awarded \$50,000 donation from the Arbor Vitae Chapter #92, Order of the Eastern Star; and,

WHEREAS, this donation is to be used toward the purchase of thermal imagers and battery powered extrication/rescue tools; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Fremont, Nebraska, that the City is authorized to accept the Arbor Vitae Chapter #92, Order of the Eastern Star, donation in the amount of \$50,000 to be used toward the purchase of thermal imagers and battery powered extrication/rescue tools.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, Assistant Director of Public Works

DATE: December 27, 2022

SUBJECT: Authorize Mayor to sign the Comprehensive Annual Banner Permit application with the Nebraska Department of Transportation (NDOT).

Recommendation: Approve Resolution No. 2022-234

Background: The City of Fremont has annually submitted a banner permit to the NDOT for permission to place banners or signs over or within the right-of-way of any highways within the City's corporate limits. This would primarily apply to Broad Street/Hwy 77.

Even with the State's relinquishment of US-77 to the City of Fremont, the State will still own the right-of-way. To make sure we are covered, and as there is no fee for this permit, we have decided to continue obtaining this permit annually.

This is not an application for a specific date or event, as this application covers the entire year of 2023 whether the City places a banner or not.

Recommendation of the approval of this resolution has been given by the Utilities and Infrastructure Board with a 5-0 vote at their 12-13-2022 meeting.

Fiscal Impact: Submittal of the document carries no fiscal responsibilities.

Comprehensive Annual Banner Application and

Banner Permit

Applicant: (Name and Address)

City of Fremont
400 East Military Ave
Fremont, NE 68025

Date: 12/27/22

Phone: 402-727-2630

Fax No.: 402-727-2667

Email: tyler.ficken@fremontne.gov

Purpose of Application:

It is the City or Village's desire to obtain permission from the Nebraska Department of Transportation (NDOT) to install banners within the state highway right of way during calendar year 2023. The banners erected will be for the following purposes:

1. to announce plans for upcoming events, or,
2. to promote community pride and spirit, or,
3. to serve as a non-message decoration.

NDOR Authority:

Neb. Rev. Stat. 39-1359 provides the Department authority to control the use or occupancy of state highway right-of-way. Section 39-1359 states as follows: "The rights-of-way acquired by the department shall be held inviolate for state highway and departmental purposes and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of the department."

Criteria for Placement, Restrictions and Limitations, and Permit Requirements:

The City or Village affirms and declares that they accept and will abide by the NDOT Banner Policy, dated July 1, 2005. The NDOT, by approving the City or Village's application, does so on the basis of the City or Village's affirmation and declaration.

Cancellation/Revocation of Permit:

The permit issued by the NDOT may be cancelled or revoked when the NDOT has actual knowledge that the City or Village has failed to comply with the provisions of this permit. In the event that the City or Village has failed to remove any banners upon request by the NDOT, the NDOT reserves the right to remove any or all banners at the expense of the Village or City.

City of Fremont

City or Village

Mayor

Title of Representative

Joey Spellerberg

By (Printed Name)

Nebraska Department of Transportation

Signature

District Engineer Approval

Date

RESOLUTION NO. 2022-234

A Resolution of the City Council of the City of Fremont, Nebraska authorizing Mayor to sign Comprehensive Annual Banner Permit for the year 2023 with the Nebraska Department of Transportation, (NDOT).

WHEREAS, The City of Fremont wishes to renew the Comprehensive Annual Banner Permit with the NDOT; and

WHEREAS, The Comprehensive Annual Banner Permit is not date specific, but authorizes the City to place a banner within State ROW, within the City's corporate limits, if the need should arise.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the Mayor and City Clerk to sign the Comprehensive Annual Banner Permit with the Nebraska Department of Transportation, (NDOT) for the 2023 calendar year.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022

JOEY SPELLERBERG, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, Assistant Public Works Director

DATE: December 27, 2022

SUBJECT: Maintenance Agreement No. 11 Certificate of Compliance

Recommendation: Recommend Approval of Resolution 2022-235 authorizing the Mayor to certify and sign the Certificate of Compliance for the 2022 Maintenance Agreement No. 11 between the Nebraska Department of Transportation and the City of Fremont.

Background: This resolution will authorize the Mayor and City Clerk to certify and sign the Certificate of Compliance document related to the 2022 Maintenance Agreement No. 11 between the City of Fremont and NDOT. Per the agreement, the City of Fremont takes on the responsibility for snow removal and surface maintenance of certain segments of State roadways. In return for completing this work, the City of Fremont will be reimbursed in the amount of \$29,610 by NDOT. The bulk of this work was for the segment of existing US-77 through the corporate limits of the City of Fremont.

Recommendation of approval for this resolution has been given by the Utilities and Infrastructure Board with a 5-0 vote at their 12-13-2022 meeting.

Fiscal Impact: State reimbursement to the City is set by State law and is included in the Street Fund. The City's reimbursement from NDOT for maintenance is \$29,610.

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 11 QE _____ Supp _____
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Fremont
Municipal Extensions in Fremont

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Timothy W. Weander, Department of Transportation, Fremont, Nebraska.

ATTEST: _____ day of _____, .

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

RESOLUTION NO. 2022-235

A Resolution of the City Council of the City of Fremont, Nebraska certifying that the City of Fremont has met its requirements of the 2022 Maintenance Agreement No. 11 with the Nebraska Department of Transportation and to authorize the Mayor to sign the Certificate of Compliance.

WHEREAS, the City of Fremont and the Nebraska Department of Transportation have previously entered into Maintenance Agreement No. 11 for the 2022 calendar year; and

WHEREAS, the City of Fremont have complied with all required roadway snow removal and/or surface maintenance per the terms of Maintenance Agreement No. 11 for the 2022 calendar year;

NOW THEREFORE BE IT RESOLVED: by the City Council of the City of Fremont, Nebraska that the City has complied with terms of Maintenance Agreement No. 11 for the 2022 calendar year and that the Mayor and City Clerk are hereby authorized to sign the Certificate of Compliance.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Laura England-Biggs, Library Director

DATE: December 27, 2022

SUBJECT: SirsiDynix API Subscription and Connector for myLIBRO Mobile App

Recommendation: Resolution 2022-236 authorizing the mayor to sign the quote with SirsiDynix creating a subscription for API (Application Programming Interface) services and a Connector for the new myLIBRO Mobile App.
--

Background:

The library has been exploring mobile apps for patron use on personal devices, and settled on the myLIBRO product from ConverSight.ai. In order to implement this service, which will allow patrons to connect to our online catalog and their account information, we need to subscribe to the API services available through SirsiDynix (our integrated library system vendor) as well as create a software connection (Connector) to the myLIBRO interface. Both systems are Software as a Service, meaning no new hardware or servers are required on our end (the City of Fremont).

The original cost for this quote was \$8,000 including the API subscription (\$2500), new Connector (\$5,000) and Implementation/Project Management (\$500). We successfully negotiated with the company for a significant discount.

If we can implement the agreement by December 31, we will receive pricing of \$1,700 for both API and Connector plus on-time \$440 Implementation/Project Management for a total of \$2,140. Year 2 cost will be \$1,740 and Year 3 cost will be \$1,770.

Fiscal Impact: Total 3-year cost \$5,650 - This item is budgeted for in the library's IT Contractual Services budget line



SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote 114095 for:

Keene Memorial Library

Web Services Gateway w/ myLIBRO Connector

Quote valid until:
Prepared by:

December 31, 2022
Larry Menlove,
Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3
SirsiDynix Products	7,500	1,740	1,770
SirsiDynix Services	550	-	-
Discount	(5,910)	-	-
Total	2,140	1,740	1,770

Initial Term ends October 31, 2028

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 1.9% until Term renewal

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		7,500
SirsiDynix Web Services Gateway for 3rd Party Apps, Annual Subscription	1	2,500
SirsiDynix Web Services Connector for Libro from Conversight, Annual Subscription	1	5,000
SirsiDynix Services		550
Product Delivery:		
SirsiDynix Web Services Connector Installation	1	250
Project Management:		
Project Management for all products in this Quote	1	300
Discount		(5,910)
End of Year		(5,800)
Services Discount		(110)
Quote Total		2,140

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

SirsiDynix Web Services Gateway for 3rd Party Apps, Annual Subscription

The SirsiDynix Web Services Gateway allows the library to purchase a connector from a certified 3rd Party to connect to their services. The 3rd party will be required to complete a non-disclosure agreement with SirsiDynix.

SirsiDynix Web Services Connector for Libro from Conversight, Annual Subscription

The SirsiDynix Web Services Connector allows the library to interface with the Libro from Conversight third party vendor product. The library's web services instance will have the vendor clientID installed by SirsiDynix. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix Services

Product Delivery

SirsiDynix Web Services Connector Installation

Installation of one 3rd Party Vendor Connector on one Web Services instance.

Project Management

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Terms and Conditions

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Signature(s)

Customer Signature:
Keene Memorial Library

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

Keene Memorial Library
1030 North Broad Street
Fremont
Nebraska 68025
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

RESOLUTION NO. 2022-236

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the quote with SirsiDynix, securing necessary services for the Library to set up a new mobile app.

WHEREAS, Keene Memorial Library desires to set up a mobile app through myLIBRO/ConverSight.ai; and,

WHEREAS, The mobile app implementation requires the use of API (Application Programming Interface) services and a Connector to the SirsiDynix Horizon library system; and,

WHEREAS, SirsiDynix is a sole-source vendor for these services given the proprietary nature of their software; and,

WHEREAS, A quotation has been negotiated with SirsiDynix for said services in the amount of \$5,650 for three service years.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont authorizes the Mayor to sign the quotation from SirsiDynix to secure API services and a Connector to the myLIBRO app in the amount of \$5,650.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Laura England-Biggs, Library Director

DATE: December 27, 2022

SUBJECT: myLIBRO Mobile App Subscription Agreement

Recommendation: Resolution 2022-237 to authorize the mayor to sign the agreement with ConverSight.ai creating a new myLIBRO Mobile App for Keene Memorial Library.

Background:

The library has been exploring mobile apps for patron use on personal devices, and settled on the myLIBRO product from ConverSight.ai.

We received three different quotes for mobile apps.

The first was from SirsiDynix for \$3,542, but there was a terms and conditions portion with Apple Developer agreement that did not pass legal review.

The second was from Communico, involving a Core and Connect package (\$6,500 for a year plus \$3,250 implementation fee) to connect the app with SirsiDynix as well as a Package (\$10,000 per year plus \$5,000 implementation fee, with a 20% discount for implementation of \$1,000) to integrate several modules for various content. The grand total would come to \$23,750.

The original cost for the myLIBRO Digital Package (mid-level service) quote was \$3,200. We successfully negotiated with the company for a \$500 discount and three months free if we can implement the agreement by December 31. That brings the pricing to \$2,700. This product will work in conjunction with the API Services and Connector in the separate agenda item, and the agreement cleared legal review.

Fiscal Impact: \$2,700. This item will be covered by the library's IT Contractual Services budget line

Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		4,810
BLUEcloud Mobile, Annual Subscription	1	
SirsiDynix Services		2,200
Consulting:		
BLUEcloud Mobile App and Template Branding	1	
BLUEcloud Mobile SureStart-2, Distance, Two two hour phone call	1	
Product Delivery:		
BLUEcloud Mobile Installation	1	
Project Management:		
Project Management for all products in this Quote	1	
BcMobile-1101 BLUEcloud Mobile, SELF-PACED	1	
Third Party Products		250
Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription	1	
Discount		(3,718)
Services Discount		
Third Party Discount		
Quote Total		3,542

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Keene Memorial Library - Package Deal

Keene Memorial Library
400 East Military Avenue
Fremont, NE 68025
United States

Laura England-Biggs
Library Director
laura.biggs@fremontne.gov
402-727-2694

Reference: 20221108-123815744
Quote created: November 8, 2022
Quote expires: December 31, 2022
Quote created by: Marcie Schneider
Director of Customer Success
marcie@communico.us
+1 (475) 685-9607

Comments from Marcie Schneider

This proposal for Keene Memorial Library incorporates modules from Communico including: Communico Core (Control, Exchange, Create), Attend (event management), Reserve (room management), Connect (iOS & Android customer-facing mobile app), and choice of one - Schedule (appointment services) OR Broadcast (digital signage).

Additional modules can be added to the base platform as they are required or become available.

Products & Services

Item & Description	Quantity	Unit Price	Total
SMX Package Products included - Exchange: 3rd party connection engine to allow import and export of data Control: Cloud based control panel to manage Communico Platform Create: Content management system and widget builder Attend: Event and program management Reserve: Room and asset management Connect: Native patron mobile app for IOS and Android - and choice of one - Broadcast: Digital signage module -or- Schedule : Appointment management	1	\$10,000.00 / year	\$10,000.00 / year for 3 years
Implementation Fee -12 Weeks Customer Success and Engineering resource to assist with implementation. - One-time only fee - 50% of year one subscription fee	1	\$5,000.00	\$5,000.00
Subtotals			
Annual subtotal			\$10,000.00
One-time subtotal			\$5,000.00
Other Fees			
20% implementation discount for package deal			-\$1,000.00

Total \$14,000.00

Purchase Terms

1. Agreement and next steps

If the quotation is acceptable and your organization would like to move forward, please inform your Account Manager via email.

2. Integration

Integration (via APIs and/or SIP2) is included. Communico is not responsible for any additional charges applied by ILS Vendors, and it is the customer's responsibility to provide Communico with the appropriate administrative access to facilitate the implementation.

3. Terms and Conditions

Communico's [Standard Terms and Conditions](#) of purchase apply to this quotation.

Pricing based on a stated service population of 27,141

ILS Integration: Sirsi Horizon

4. Onboarding

Refer to our [Onboarding Timeline](#) for a step-by-step summary of what to expect throughout your onboarding process. Note these are estimated timelines and actual onboarding dates may vary.

Questions? Contact me



Marcie Schneider
Director of Customer Success
marcie@communico.us
+1 (475) 685-9607

Communico LLC
750 East Main Street, Suite 610
Stamford, CT 06902
US

Download quote

Print quote

Keene Memorial Library - Core & App

Keene Memorial Library
400 East Military Avenue
Fremont, NE 68025
United States

Laura England-Biggs
Library Director
laura.biggs@fremontne.gov
402-727-2694

Reference: 20221108-113451675
Quote created: November 8, 2022
Quote expires: December 31, 2022
Quote created by: Marcie Schneider
Director of Customer Success
marcie@communico.us
+1 (475) 685-9607

Comments from Marcie Schneider

This proposal for Keene Memorial Library incorporates modules from Communico including: Communico Core (Control, Exchange, Create) and **Connect**.

Additional modules can be added to the base platform as they are required or become available.

Products & Services

Item & Description	Quantity	Unit Price	Total
Communico Core Control Cloud based control panel to manage Communico platform Exchange 3rd party connection engine to allow import and export of data Create Content Management System and widget builder	1	\$3,000.00 / year	\$3,000.00 / year for 3 years
Connect Customer-facing mobile app for iOS and Android operating systems	1	\$3,500.00 / year	\$3,500.00 / year for 3 years
Implementation Fee - 12 Weeks Customer Success and Engineering resource to assist with implementation. - One-time only fee - 50% of year one subscription fee	1	\$3,250.00	\$3,250.00
Subtotals			
Annual subtotal			\$6,500.00
One-time subtotal			\$3,250.00
Total			\$9,750.00

Purchase Terms

1. Agreement and next steps

If the quotation is acceptable and your organization would like to move forward, please inform your Account Manager via email.

2. Integration

Integration (via APIs and/or SIP2) is included. Communico is not responsible for any additional charges applied by ILS Vendors, and it is the customer's responsibility to provide Communico with the appropriate administrative access to facilitate the implementation.

3. Terms and Conditions

Communico's [Standard Terms and Conditions](#) of purchase apply to this quotation.

Pricing based on a stated service population of 27,141

ILS Integration: Sirsi Horizon

4. Onboarding

Refer to our [Onboarding Timeline](#) for a step-by-step summary of what to expect throughout your onboarding process. Note these are estimated timelines and actual onboarding dates may vary.

Questions? Contact me



Marcie Schneider

Director of Customer Success

marcie@communico.us

+1 (475) 685-9607

Communico LLC

750 East Main Street, Suite 610

Stamford, CT 06902

US

[Download quote](#)

[Print quote](#)

ConverSight.ai myLIBRO - SAAS SERVICES ORDER FORM

Customer: City of Fremont	Contact: Laura England-Biggs
Address: Keene Memorial Library 1030 N Broad St Fremont NE 68025	Phone: 402-727-2694
	E-Mail: Laura.Biggs@fremontne.gov

Services: ConverSight.ai myLIBRO - Voice & Text based conversational solution to empower patrons and students to connect with library resources.

myLIBRO delivers non-user specific insights like availability of a book, general enquiry on information related to events, hours, facility information. Libro Actions allows user actions like reserving & renewing and also scheduling curbside pickup. Selected modules will be in scope of this implementation.

- ☒ **Contactless curbside pickup**
 - Schedule Pickup
 - Manage pickup queue
 - Analyze performance
- ☒ **In-Library Scheduling Services**
 - Schedule In-library services like Rooms, Computer, Printing and Passport Photos
 - Manage In-library reservation queue
 - Analyze performance
- ☒ **Integrate with ILS System and provide voice & text based interaction**
 - Voice and Text Chat in the Mobile App
 - Amazon Alexa based Voice Search
 - Search books, DVDs and digital materials published through ILS
 - Availability, Hours, Frequently asked questions
 - Check Fees, Overdue
 - Reserve, Cancel a reserved item
 - Renew one or all items
- ☐ **Self-Checkout**
 - Ability to scan items and add to cart
 - Review, Remove and Checkout items from the cart
- ☒ **Search & Reserve events**
 - Integrate with Events/Calendar System
 - Search Events by date, subject, trainer
 - Reserve and Cancel for events
- ☒ **Audiobook Integration**
 - Integrate with Voice Books Repository System (OverDrive / Libby)
 - Search Books/Materials
 - Read books from Mobile and/or Alexa based on availability

Service Capacity: Based on the current functionalities and server capacity planning, ConverSight.ai has planned the infrastructure for ConverSight.ai myLIBRO. The service fee is fully dependent on the Server, Network bandwidth requirements to support the users.

Initial Service Term: One Year, extendable with amendment on fees based on usage.

Services Fees:

Period	# Users	Service Fee (Full Year)	Discount (If Applicable)	Service Fee (Full Year)
2/1/2023 - 4/30/2024	NA # Patrons/FTE : _____	2,700	NA	2,700

Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee (one-time): \$ One time fee fully discounted

Notes: NA

SAAS SERVICES AGREEMENT – Terms of services, Taxes and other special terms

This SaaS Services Agreement ("Agreement") is entered into on this 28 day of December, 2022 and effective for the agreed period between **ConverSight.ai INC.** with a place of business at ConverSight.ai, c/o 76 Forward @ HqO, 1220 Waterway Blvd, Indianapolis, IN 46202 ("Company"), and the Customer listed above ("Customer").

Once this Order is executed by both Parties, the following terms (collectively, the "Agreement") govern your use of the ConverSight.ai MyLIBRO Services: (a) this Order (b) the ConverSight.ai MyLIBRO Terms of Service which can be found at <https://www.mylibro.com/terms-and-conditions/>.

By executing this Order, Customer acknowledges having (i) accessed online and/or been provided a copy of the MyLIBRO Terms of Service, and (ii) read and accepted the ConverSight.ai MyLIBRO Terms of Service. Any capitalized terms in this Order that are not defined herein have the meaning indicated in the ConverSight.ai MyLIBRO Terms of Service. The Agreement is the Parties' entire agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. In the event of any inconsistency or conflict between this Order, on the one hand, and the ConverSight.ai MyLIBRO Terms of Service, on the other hand, this Order will take precedence and prevail.

ConverSight.ai MyLIBRO's fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided in their ConverSight.ai MyLIBRO Terms of Service and applicable law.

ConverSight.ai Authorized Signatory Only

DocuSigned by:
By: Jacob Mellady
Date: 12/14/2022
Name: Jacob Mellady
Title: Account Executive
Email: jacob.mellady2@mylibro.com
Phone: 260-498-9775

Customer Authorized Signatory Only

By: _____
Date: December 28, 2022
Name: Joey Spellerberg
Title: Mayor
Email: Joey.Spellerberg@fremontne.gov
Phone: 402-727-2630

RESOLUTION NO. 2022-237

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the agreement with ConverSight.ai, LLC, securing necessary services for the Library to set up a new mobile app (myLIBRO).

WHEREAS, Keene Memorial Library desires to set up a mobile app to serve patrons better; and,

WHEREAS, Three quotes were obtained for similar services; and,

WHEREAS, ConverSight.ai's myLIBRO product was found to be the lowest responsible quote at \$2,700 plus three months free.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont authorizes the Mayor to sign the agreement with ConverSight.ai, LLC, to set up the myLIBRO app for Keene Memorial Library in the amount of \$2,700.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Utilities and Infrastructure Board
Dan Reznicek, LDW Power Plant Superintendent

DATE: December 27, 2022

SUBJECT: Lon D. Wright Power Plant Siemens Support Agreement

Recommendation: Resolution 2022-238 authorization to Enter into a 3-year service and support agreement with Siemens for LDW Unit 8 Induced Draft (ID) Fan Variable Frequency Drive (VFD).

BACKGROUND:

In 2015, the City of Fremont Department of Utilities installed an Air Quality Control System (AQCS) modification at the Lon D. Wright Power Plant. This modification required the City of Fremont Department of Utilities to install a new 3500 HP ID fan, motor and VFD.

The service agreement for the VFD will provide for two 2-Day site visits during the three-year agreement from a certified Siemens technician. The plan also provides three years of 24/7 technical support and parts discounts. In addition to the service agreement.

	Technical Service Agreement	Total
Year 1	\$8,819.00	\$8,819.00
Year 2	\$8,819.00	\$8,819.00
Year 3	\$8,819.00	\$8,819.00
		\$26,457.00

After consultation with LDW staff, the Utilities and Infrastructure Board voted 5-0 recommending to the City of Fremont Mayor and City Council to authorize the City of Fremont NE Mayor to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Siemens for \$26,457.00.

FISCAL IMPACT:

2023-2024 \$8,819.00
2024-2025 \$8,819.00
2025-2026 \$8,819.00

SIEMENS

Air travel and car rental has been severely restricted due to the Coronavirus. As a result, instead of airline or car rental expenses related to Travel to/from the customer site, personal mileage greater than 100 miles is chargeable at cost + 15%. This is in addition to any per diem daily rates.

6.1 Change of Control Clause

1. Siemens may transfer, assign, or novate the Contract or any part of it to an affiliated company, being any legal entity, which directly or indirectly is controlled by Siemens, controls Siemens or is controlled by a company which directly or indirectly controls Siemens.
2. In the event of a sale or other transfer of the business of Siemens or a part of the business of Siemens to a third party, Siemens shall further be entitled to assign or transfer the whole Contract or any part of the Contract to such a third party.
3. Siemens may sub-contract parts (but not all) of the Works.

6.2 Safety Training of Siemens Field Personnel

All Siemens field personnel completed internal annual safety training. Furthermore, all Siemens field personnel received training to comply with the new OSHA CFR1910.269 Electrical Safety Standard that sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). A morning safety meeting for Siemens employees and subcontractors is to be conducted by Siemens each day while on site.

All Siemens LD and their subcontractors shall adhere to the LD 101 EHS Policy Statement and applicable Safety Guidelines listed on CS102 Table of Contents Policy list. Copies can be made available upon request for client review. Siemens will hold daily safety meetings at the prior to all work on site, at shift changes and if the project changes in any manner.

6.3 Offer Validity

This offer is valid until January 31, 2023, unless otherwise extended, modified or withdrawn, in writing, by Siemens. The return of a purchase order to Siemens during such validity period, along with credit approval, will be sufficient to form an agreement on the terms and conditions of this offer.

6.4 Waiver

Failure to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of any rights and privileges that a party has under this Agreement or affect its right to thereafter claim damages or deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation by the other party hereto.

AGREED this Agreement between the parties dated _____ and is incorporated therein by this reference.

Buyer: _____

Siemens: Siemens Large Drives LLC

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Reference Purchase Order Number: _____

Siemens Large Drives LLC
500 Hunt Valley Road
New Kensington, PA 15068
Industry Customer Care Center: 1-800-333-7421

Quote #: Q22146808
Ref. #: US-2209-0000311574 R0



September 22, 2022

Steve Boothe
Fremont Department of Utilities
2701 E First Street
Fremont, Nebraska 68026
Email: steve.boothe@fremontne.gov
Phone: +1 (402) 727-2603

Subject: Siemens Technical Service Agreement
Siemens Quotation Number: Q22146808

Dear Steve Boothe,

On behalf of Siemens, I would like to thank you for providing us the opportunity to submit this quotation to Fremont Department of Utilities.

Siemens Large Drives LLC is pleased to present the attached Technical Service Agreement (TSA) proposal. TSA's are designed to enable your organization to gain maximum benefit from our products, reduce and possibly eliminate costly downtime, and effectively manage your operations with predictable maintenance costs.

I wish to thank you for this opportunity to be of service and for your interest and confidence in our abilities. Please feel free to contact Siemens if you need further assistance by phone or email listed below.

Best Regards,

Wendy Urick

Siemens Large Drives LLC
Industry Services

Email: wendy.urick@siemens.com
Phone: +1 (724) 212-1018
Customer Care Center: +1 (800) 333-7421
Outside USA: +1 (423) 262-5710

CC: Andy Von Wolf, BTU Company
James Jackson, Siemens Large Drives LLC
Rich Budzik, Siemens Large Drives LLC
Jason Stone, Siemens Large Drives LLC



Technical Service Agreement

Date: September 22, 2022

Quotation #: Q22146808

Per your request, Siemens Large Drives LLC is pleased to provide a proposal for the following Technical Service Agreement.

1 AGREEMENT FRAMEWORK

This Technical Service Agreement ("Agreement") is by and between Siemens Large Drives LLC, a Delaware corporation with a place of business at 500 Hunt Valley Road New Kensington, PA 15068, USA ("Siemens"), and Fremont Department of Utilities ("Customer").

1.1 Provision of Services

Siemens shall furnish competent personnel and supervision to perform the Services and provide the Products identified in this Agreement. Response times specified in this Agreement are only applicable to requests placed through the Siemens Industry Customer Care Center at 1-800-333-7421 or by electronic means as specified in this Agreement.

Siemens and the Customer shall cooperate to coordinate and schedule the delivery of the purchased Services and Products to ensure their completion before the expiration of this Agreement. Rollover of unused Services or Products purchased to a renewal agreement is not possible unless otherwise specifically provided in this Agreement.

1.2 Term

This Agreement shall be effective for the term identified below, or until terminated by Customer or Siemens in accordance with the Terms. If this Agreement is renewed and the renewal Purchase Order or other renewal agreement is received after the expiration date of the current Agreement, then the renewal date will be the date when the new Purchase Order/renewal agreement is processed by Siemens.

Agreement Start Date: 03/01/2023

Previous TSA No.: 2600131619

Agreement End Date: 02/28/2026

Number of Years: 3 Year

1.2.1 Cancellation Policy

The Services (e.g. equipment, rate plans & associated discounts) Siemens provides to Fremont Department of Utilities under this proposal and resulting Agreement, require Fremont Department of Utilities to complete the entire 3 Year Service Term Commitment. If Fremont Department of Utilities terminates this agreement before completion of the Service Term or Siemens terminates the Agreement for good cause (e.g., failure to make timely payment), Fremont Department of Utilities will be charged an Early Termination Fee of 50% of the unbilled value of the entire 3 Year Service Term Commitment.

1.3 Hierarchy of Terms

The terms and conditions of this Agreement shall apply to any Purchase Order issued by Customer to Siemens during the term of this Agreement for Products and Services which are the subject of this Agreement unless the parties expressly agree in writing that the terms and conditions of this Agreement shall not apply to a specific Purchase Order. Any terms and conditions of any Purchase Order are of no force and effect unless specifically accepted in writing by both parties.

In the event of any inconsistencies between or among this Agreement and its Appendices, the following order of precedence, from highest to lowest, shall control:

1. This Agreement



2 PRICING & SERVICE OVERVIEW

TSA pricing is based on the provided scope of work. This agreement can be paid on a monthly, quarterly, semi-annual, or annual basis. These payment options allow the flexibility to manage your cash flow according to the needs of your organization. The first invoice will be issued upon acceptance of the agreement, and payment will be due according to the established payment terms between your company and Siemens Large Drives LLC

2.1 3 Year TSA Pricing

Pos.	Service Configuration	Annual Line Item Price
1	Medium Voltage Drives Services Services Included for covered Equipment listed in Section 4.0: - Preventive Maintenance - See Section 3.1 - TSA Discounts for Services - See Section 3.2 - Priority Technical Support - See Section 3.3 - Dedicated Service Advisor - See Section 3.4 - Preferred FSR Selection - See Section 3.5 - Extended Labor Warranty - See Section 3.6 - Repair Center Evaluation Fee Waiver - See Section 3.7 - Lifecycle Evaluation Service - See Section 3.8	\$8,819.00
Annual Price		\$8,819.00
Total Price for 3 Year TSA		\$26,457.00

2.2 Optional Services Pricing

The following services are not included in this TSA but can be added per pricing listed here. To add an Optional Service please add a matching line to the submitted Purchase Order.

Pos.	Service Configuration	Line Item Price
O-1	Blanket Purchase Order Details in Section 3.9.3	\$15,000.00
O-2	Drive Defender Security Package Details in Section 3.9.4 (If weekend work is required, additional cost will be added to final invoice)	\$5,668.00

3 DETAILED SCOPE OF WORK

3.1 Preventive Maintenance Service

Preventive Maintenance services are performed by a certified FSR and include a comprehensive inspection of your Drive to identify the equipment condition, any possible trouble areas, as well as opportunities for improvement. All findings will be documented and personally reviewed with you during the first quarterly meeting following the service. These services are designed to be performed during an outage when the Drive can be taken out of operation and include a complete physical inspection of the Drive, including the removal and visual inspection of three Power Cells.



Included in this 3 Year TSA:

- One Siemens FSR / One Visit in Years 1 & 3
- No Service Visit in Year 2
- Up to 2 x 10-hour days On-site per Visit
- Service days: Tuesday & Wednesday
- Travel days: Monday & Thursday
- Equipment Specified in Section 4.0
- Travel and Expenses included

Additional details on the Annual Recommended Maintenance for MV SINAMICS DRIVES can be found at the end of this document.

Note: Does not include Door Filters or Services designated as optional. These can be quoted upon request.

3.1.1 Siemens requires a minimum of four weeks' notice to allow for proper planning and management of our resources, and eight weeks in advance to be eligible for Preferred FSR Selection. Should requests be made with less than four weeks' notice, additional charges may be required to execute the maintenance services. Should this be the case, these charges will be discussed and agreed upon between Siemens and the customer prior to dispatching an FSR. Scheduling for this service should be coordinated through your Service Advisor.

3.1.2 This PM service includes re-starting the Drive(s) upon completion of the service. If the customer elects to postpone the startup to a later date, the additional FSR labor and travel expenses will be charged accordingly.

3.1.3 Should training be required for the Siemens Field Service Representative (FSR) to gain access to the customer site, the associated charges will be applied to the customer's invoice upon completion of the service.

3.1.4 Additional time needed to complete the service due to circumstances beyond Siemens control will be charged at the applicable rates as listed in the prevailing Siemens rate schedule in effect at the time of service.

3.1.5 Customer Requirements: Fremont Department of Utilities is responsible for:

- Removal and proper disposal of all job-related waste & unwanted materials upon job completion
- Providing free and clear access to the drive for duration of the onsite work
- Providing one employee to assist the Siemens FSR
- Providing cell lifter

3.1.6 Siemens and Customer shall work cooperatively in scheduling on-site activities. Customer shall provide full access to the covered equipment while it is being serviced and make an operator available as required.

3.1.7 Inspection of on-site spares assumes that the parts are readily accessible and in close proximity to the Drive(s) being serviced.

Note: Replacement Parts Kits not included in price unless explicitly stated otherwise.

3.2 TSA Discounts for Additional Services

A TSA entitles you to the following discounts on services. In addition, TSA Services are fixed-priced and locked in at today's rates with no escalation for the duration of the agreement. Pricing Discounts based on TSA duration are listed below.

	1 Year TSA	2 Year TSA	3 - 5 Year TSA
Services Applicable: Field Service Labor, Parts, Factory Repairs, Upgrades, Training	0%	4%	8%



Note: The discount rates correspond to the chosen duration. Discounts for TSA Services are reflected in the TSA pricing. Discounts for all other services apply to services requested for the equipment specified in this agreement. Discounts are effective upon acceptance of the TSA and are valid for orders placed during the term of the agreement.

3.3 Priority Technical Support

Your MV SINAMICS DRIVES includes standard Technical Support services at no charge. Technical Support representatives provide assistance on issues pertaining to the operation, basic functionality and installation of our products. All support requests are handled in the order in which they are received, and the target response time for standard support is 2 hours.

This agreement includes the addition of our 24/7/365 Priority Technical Support. This enhanced support provides the following features:

- Move to the front of the line – your call moves to the front of the queue rather than being processed in the order it is received
- Priority response time target of 30 minutes or less during normal business hours (8:00 AM to 5:00 PM EST/EDT)
- Priority response time target of 60 minutes or less for calls outside of normal business hours

Priority Support Requests must be made via phone to the Siemens Industry Customer Care Center at 1-800-333-7421. Standard Support Requests can be made via the same number or online at <https://www.ida-portal.siemens.com/siemlda/en/assistservice/request/form>.

3.4 Dedicated Service Advisor

A Service Advisor is included in this agreement for the covered equipment. The Service Advisor provides consulting and guidance on all aspects of your covered equipment's lifecycle support and provides the connection between your company's staff and the Siemens global support organization. The Service Advisor ensures effective response and continuous communication on the status of all your requests, from design questions to maintenance and retrofit activity.

The Service Advisor will conduct, via teleconference, a minimum of two meetings annually with your staff. Additional meetings will be held as necessary based on customer need and site findings.

- First Meeting:
 - Discuss the TSA Program and Activities
 - Coordinate the Covered Maintenance Service
- Subsequent Meetings:
 - PM Checklist Review
 - Review the Covered Equipment Environment and Installation
 - Assess Training Needs and Recommend Skill Development Activities
 - Review On-Site Spares Inventory and Provide Recommendations
 - Lifecycle Management Review
 - Review History of all Service Calls and Factory Repairs
 - Provide Information on Hardware Upgrades and New Software Availability
 - Review Covered Equipment Performance and Availability
 - Update all Open Projects or Issues

Note: All of the above activities will be handled via teleconference. However, on-site visit(s) can be added to this program for an additional charge.

3.5 Preferred Field Service Representative (FSR) Selection

Field Service Representatives (FSRs) are normally assigned in the order in which the request is received. However, this TSA entitles you to Preferred FSR Selection where you can reserve the FSR of your choice, subject to availability, for any scheduled work on the covered equipment during the term of this agreement. A valid purchase order, or authorization to charge your Blanket Purchase Order (BPO) as described in point



8 below, is required, and firm work dates must be issued at least eight weeks in advance of the desired dates to be eligible for Preferred FSR Selection.

3.6 Extended Labor Warranty

This TSA extends the labor warranty for all services performed on the covered equipment from our standard 90 days to 12 months from the actual date the service is completed.

3.7 Repair Center Evaluation Fee Waiver

Without a TSA, all items returned to our repair center for service require a purchase order for the evaluation fee before a Return Material Authorization (RMA) number is issued. The evaluation fee is determined based on the type of part and can range up to \$3000, and the fee is applicable even if you decide not to move forward with the repair or if no problem is found.

This TSA includes a waiver of all repair center evaluation fees for the covered equipment. It provides the benefit of an expedited repair process, and even if you decide not to move forward with the repair or if no problem is found, you still do not pay an evaluation fee. Repair services can easily be charged to your Blanket Purchase Order, established as part of this agreement. If Blanket Purchase Order has not been bought, repairs can still be started with a written confirmation from customer agreeing to repair price quoted. Shipment of repaired unit will only be possible after a repair purchase order is in place or customer has authorized invoicing of the repair price.

Note: A return material authorization is required to accompany all products returned to Siemens. The customer is responsible for all shipping and packaging fees.

3.8 Lifecycle Evaluation Service

Lifecycle Evaluation service will provide a comprehensive technical assessment of your drive's configuration. You will obtain transparency of your drive's configuration and customized service recommendations to act upon and stay ahead of issues before they become problems.

Lifecycle Evaluation will contain:

- Preliminary Analysis
- Service Status
- Lifecycle Services Summary with additional details to learn more about the service options available
- Customized service recommendations prioritized based on your drive's configuration
- Recommended Spare Parts List

3.9 Optional Additional TSA Services

Optional Additional Services listed here are available upon request but are not included in the agreement price unless explicitly stated in Section 2.0.

3.9.1 Condition Assessment Services

Are designed to accommodate customers who desire to have their equipment professionally inspected by a factory trained and certified technician but are unable to cease operation of the Drive for a full preventive maintenance service. The assessment will be conducted while the Drive is operational, and due to safety protocols, only select cabinets of the Drive will be opened while in operation.

The assessment includes:

- Visual inspection of the Drive, operating environment, and running conditions
- Download of key operating programs and logs which will be reviewed by a Siemens Engineer at the factory
- Discussion with equipment operator regarding performance issues, operation anomalies, etc.
- Recommendations to improve performance and reliability
- Review of on-site spare parts



Siemens can develop a tailor-made, single year or multi-year program using a combination of these services to meet your individual operating needs and application requirements.

3.9.2 Capacitor Evaluation Service

As with the other equipment in your Drive system, it's important to assess the health of capacitors so that you can prevent the end-of-life failures that result in unplanned downtime. Our standard Lifecycle Preventive Maintenance Services include visual inspection of three cells within your Drive, whereas our Capacitor Evaluation Service includes testing and evaluation of every cell within your Drive to objectively assess the overall health of your Drive's capacitors.

3.9.3 Blanket Purchase Order (BPO)

An optional feature of this TSA is the establishment of a Blanket Purchase Order (BPO) to allow for expedited processing of all service requests and deployment of an FSR or shipment of parts during after-hours or emergency situations.

Blanket Purchase Order Requirements:

1. The BPO value must be no less than \$15,000.00.
2. The BPO covers the equipment identified under the Equipment & Detail Sections.
3. When applicable, a Sales Tax Exempt Certificate must accompany the BPO.
4. Expediting charges apply for parts sent after normal business hours.
5. Work performed, on an as needed basis, will be based on the established rates at the time of service.

3.9.4 Drive Defender Security Package (Applies only to controller type NXG-II or NXGPro)

The Drive Defender Security package will provide improved security for your existing drive. With this offering, your drive will have increased protection from cyberattacks and other malicious threats. The Drive Defender Security Package will contain/provide:

- Preconfigured Scalance S security module
- Wiring & miscellaneous parts
- Installation & commissioning (to be scheduled during same trip as the annual PM)
- AES-256-bit encryption
- NERC CIP-012-1 compliance
- Multi-level authentication
- Firewall-enabled connection
- Locally defined passwords with security log
- Enhanced protection of your drive

4 SERVICE SITES, EQUIPMENT LISTS AND CONTACTS

Service Site: A - Fremont Department of Utilities

Company: Fremont Department of Utilities
Address: 2701 E First Street
Fremont, Nebraska 68026, USA

Equipment List:

Description	Serial #	Part #	Sales Order	Equipment #	Qty
3500hp Gen3e Drive	PTVFD15079	A5E34407359	3004879743	42153687	1



Customer Contacts:

Name	Company / Role	Phone / Cell	E-mail
Steve Boothe		+1 (402) 727-2603	steve.boothe@fremontne.gov

Siemens Contacts:

Name	Company / Role	Phone / Cell	E-mail
Andy Von Wolf	BTU Company	+1 (816) 807-3259	andy@btucompany.com
James Jackson	LDA AM RC-US CS	+1 (801) 425-0176	jackson.james@siemens.com
Richard Budzik	LDA AM RC-US CRM DSAM	+1 (503) 766-8380	richard.budzik@siemens.com
Jason Stone	LDA AM RC-US CS SD D	+1 (724) 393-4235	jason.stone@siemens.com

5 PURCHASE ORDER AND PAYMENT DETAILS

5.1 PO Submittal

Purchase Order should be addressed to:

Siemens Large Drives LLC, 500 Hunt Valley Road New Kensington, PA 15068

Please submit Purchase Order via Email to:

Wendy Urick at wendy.urick@siemens.com

5.2 PO Requirements

*To facilitate prompt order processing, Purchase Orders should include all of the following:

- Purchase Order number or reference number
- Payment Terms: Net 30
- Customer's legal entity name and bill to address
- Ship to address of services and / or parts
- Reference this Quote or proposal number: "Per your Quote / Proposal Number"
- \$ value, noting agreement of payment
- Payment Terms - (as stated in this quote)
- Authorized contact name and phone number
- Siemens requests that the PO line items match the quoted line items

Note: If Customer has an existing Agreement with Siemens Large Drives LLC please reference the Agreement Number on the PO.

6 TERMS AND CONDITIONS

This Agreement shall obey all the provisions and terms of the **City of Fremont Terms and Conditions** along with the attached **Addendum 1 to Purchase Order Terms and Conditions, Standard Commercial Warranty**, dated **February 7, 2020**, between the **City of Fremont** and **Siemens Industry Inc.** If there is any conflict or inconsistency between the provisions contained within the body of this Agreement and those of any schedule or exhibit, the provisions contained in the body of this Agreement shall prevail.

Impacts of Coronavirus: As a result of the Coronavirus (COVID-19), temporary delays in delivery from or nonperformance by Siemens and/or its suppliers may occur. Therefore, the parties acknowledge and agree that any delays or nonperformance caused by or related to COVID-19 will be deemed a force majeure event subject to the terms of the Agreement.

Siemens Large Drives LLC
500 Hunt Valley Road
New Kensington, PA 15068
Industry Customer Care Center: 1-800-333-7421

Quote #: Q22146808
Ref. #: US-2209-0000311574 R0



Air travel and car rental has been severely restricted due to the Coronavirus. As a result, instead of airline or car rental expenses related to Travel to/from the customer site, personal mileage greater than 100 miles is chargeable at cost + 15%. This is in addition to any per diem daily rates.

6.1 Change of Control Clause

1. Siemens may transfer, assign, or novate the Contract or any part of it to an affiliated company, being any legal entity, which directly or indirectly is controlled by Siemens, controls Siemens or is controlled by a company which directly or indirectly controls Siemens.
2. In the event of a sale or other transfer of the business of Siemens or a part of the business of Siemens to a third party, Siemens shall further be entitled to assign or transfer the whole Contract or any part of the Contract to such a third party.
3. Siemens may sub-contract parts (but not all) of the Works.

6.2 Safety Training of Siemens Field Personnel

All Siemens field personnel completed internal annual safety training. Furthermore, all Siemens field personnel received training to comply with the new OSHA CFR1910.269 Electrical Safety Standard that sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). A morning safety meeting for Siemens employees and subcontractors is to be conducted by Siemens each day while on site.

All Siemens LD and their subcontractors shall adhere to the LD 101 EHS Policy Statement and applicable Safety Guidelines listed on CS102 Table of Contents Policy list. Copies can be made available upon request for client review. Siemens will hold daily safety meetings at the prior to all work on site, at shift changes and if the project changes in any manner.

6.3 Offer Validity

This offer is valid until January 31, 2023, unless otherwise extended, modified or withdrawn, in writing, by Siemens. The return of a purchase order to Siemens during such validity period, along with credit approval, will be sufficient to form an agreement on the terms and conditions of this offer.

6.4 Waiver

Failure to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of any rights and privileges that a party has under this Agreement or affect its right to thereafter claim damages or deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation by the other party hereto.

AGREED this Agreement between the parties dated _____ and is incorporated therein by this reference.

Buyer: _____

Siemens: Siemens Large Drives LLC

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Reference Purchase Order Number: _____

Recommended Annual Maintenance for SINAMICS Perfect Harmony Air-Cooled Drives

Key equipment maintenance – Inspection, measurements, cleaning, and testing	The descriptions listed are intended to be examples of what Siemens does during Preventive Maintenance service and are not meant to be all inclusive
Site and drive information	Tasks required to maintain, update customer and drive information
- Customer information	- Record/update site location, address and contacts
- Drive information	- Record/update drive information
- Motor information	- Record/update motor information
- Event log, fault log, parameters, and SOP information	- Review event log, historical log and the fault log. Check/verify parameters and SOP
- IP configuration	- Record the IP address of the drive
Drive system inspection	Tasks performed to verify the physical condition of the drive
- Drive inspection	- Inspection - Drive surroundings. Verify - interlocking system, location of power inputs. Perform an environmental assessment
- Cabinet inspection	- Inspection/cleaning - door latches, hinges, door grounds, system ground and door filters
- Component inspection	- Inspection/cleaning - power wire, connections, glastic supports and separators, fiber optic cables, contactors, buss work, control fuses and power fuses
Individual cabinet inspection	Tasks performed on individual cabinets
- Transformer cabinet	- Inspection/cleaning - connections, power cabling, glastic supports. Verify transformer information
- Input/output cabinet	- Inspection/cleaning - mechanical and electrical connections, stress cones and torque marks
- Control cabinet	- Inspection/cleaning - cabling, DCR controls and boards, HMI. Verify HMI operation. Verify board information
- Blower inspection	- Inspection/cleaning - verify Thermal Overload (TOL) settings. Verify damper operation. Verify blower motor information
- Cell cabinet	- Inspection/cleaning - cabinet cell connections, inspect and clean a selection of cells. Inspect/clean cell bypass contactors if applicable. Verify power cell information
Power-up sequence	Tasks performed to verify correct operation of the drive
- Circuit breakers and switchgear	- Verify operation - Medium voltage switchgear; control voltages
- Cabinet blowers	- Verify cooling blower operation and transfer sequence
- Drive power supplies and UPS	- Verify calibration of the DCR power supplies and UPS operation
- Cell bypass contactors NXG only	- Confirm operation and timing of the cell bypass contactors – applicable to drives with cell bypass option
- Spare parts – control boards	- Inspection – confirm operation by testing on restart
- Spare power cell	- Rotation of spare cell(s) into drive to ensure functionality
System component maintenance	Recommended - Tasks performed by customer
- Power Control House	- Inspection/Testing of HVAC, fire extinguisher system, and power control house UPS
- Output reactors and RFI/EMI filters	- Inspection/cleaning - mechanical and electrical connections, insulation, and any damage
Additional services and inspections	Optional services for maintaining/upgrading drives and its components
- Technical Service Agreement (TSA)	- Comprehensive service agreements for drives and full drive train, including enhanced services, additional service options and pricing discounts
- Software, firmware and feature improvements	- Software version management and feature improvement, recommended upgrades included in TSA
- Enhanced drive transformer inspection	- Inspection. Testing of transformer turns ratio and insulation resistance. (Frequency dependent on condition and duty-cycle of the drive)
- Power cell evaluation	- Testing of all power cells for objective data capture to detect predictive signs of capacitance change and cell health. (Frequency dependent on condition and duty-cycle of the drive)
Key component replacement	
- Door filters	- Replacement dependent on operational conditions

Please note: Recommended maintenance intervals and routines; and component replacement may vary upon different operational conditions. For questions and requests, please contact our toll-free Service Center at 1-800-333-7421 or 1-423-262-5710. You may also request support via our website www.siemens.com/services

Siemens Large Drives LLC
500 Hunt Valley Road
New Kensington, PA 15068
Industry Customer Care Center: 800-333-7421

Quote # : Q22146808
Ref. # : US-2209-0000311574 R0



SIEMENS

Drive Defender Security Package

Siemens new cybersecurity technology protects your assets from cyberattacks, data theft, and unexpected downtime.

Harden Existing Controls

Improved security for NXGII, NXG Pro, and other control systems

Enhanced Protection

Protect assets from data theft, hackers, and cyber attacks



AES-256 Encryption & NERC CIP-012-1 Compliance

256-bit encryption & NERC CIP-rated security for optimum protection

Minimize Downtime

Reduce downtime from shutdowns or takeovers caused by cyberattacks

www.siemens.com/lda-services



Cybersecurity has become a growing topic and challenge for many industries in the world. A well-developed cybersecurity system is necessary for companies to protect their sensitive data and assets.

“

In the last year, 76% of U.S. businesses have experienced a cyberattack

- ZDnet

“

A cyberattack cost companies on average \$200,000 per incident

- CNBC

Harden Existing Controls

The Drive Defender Security Package makes improving your existing control systems easy. Hardening your existing controls equips your system with robust cybersecurity technology made to withstand threatening cyberattacks. This new cybersecurity technology provides improved security for NXGII, NXGPro, and other control systems upon consultation.

Enhanced Protection

A drive lacking device-level necessary cybersecurity measures is highly exposed to serious cyber threats, data theft, hacking, and malware. Increased complexity with cyberattacks and hacks have left many unprotected plants extremely vulnerable to compromising their security and networks. The Drive Defender Security Package offers an additional layer of protection to your plant-wide security system at the device-level. This provides protection from serious cyberattacks that can devastate plant operations. Protecting assets from these malicious threats will give you peace of mind that your drive is safe and secure.

AES-256 Encryption & NERC CIP-012-1 Compliance

Security is important but do you know how secure your control system is? The Drive Defender Package equips your control system with AES-256 Encryption. 256-bit encryption makes the system virtually impenetrable to cyberattacks and threats. Advanced Encryption Standard (AES) is the first and only publicly trusted standard for protecting top secret level information by the US National Security Agency. The Drive Defender Security Package also complies with NERC CIP-012-1 which defines the standard for communications between control centers.

Minimize Downtime

Hackers can effectively shut down or takeover drives that are inadequately secured. Shutdowns or takeovers of your drive caused by cyberattacks can cause major downtime and result in lost revenue. Minimize the downtime of your drive with the Drive Defender Security Package.

Siemens Solution

The Drive Defender Security Package is a new cybersecurity offering that provides protection of your Siemens drive. Professional installation ensures minimal downtime and seamless integration with your existing plant security system. For further information, please contact your local Siemens representative for a tailored solution to fit your specific needs.

Benefits at a Glance:



Enhanced Security



High Reliability



Minimize Downtime

Published by
Siemens 2020

Siemens Industry, Inc.
Large Drive Applications
100 Technology Drive
Alpharetta, GA 30005

1-800-333-7421
helpline.sii@siemens.com
Subject to change without prior notice
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SERVICES

Lifecycle Evaluation Service

Gain lifecycle transparency to maximize the performance and reliability of your SINAMICS drive system

usa.siemens.com/services

As the world leader in drive technology, Siemens is committed to the reliability and performance of your SINAMICS medium voltage drive. Siemens Lifecycle Evaluation Service (LCE) assists in understanding the lifecycle status of critical assets and how to maximize availability. This service offering provides a safe and comprehensive technical evaluation of your drive's condition, ensuring long-term availability of the drive system and its components.

Siemens evaluation of the drive system considers several key factors including operating environment, aging and technology obsolescence. In addition, Siemens LCE offering evaluates the following major components:

- Control Unit
- Power Cell
- Transformer
- Cooling System
- Firmware
- Spare Parts



**Improve
Performance**



Availability



**Reduce
Downtime**



**Total Cost
of Ownership**



Reliability

SIEMENS

Lifecycle Evaluation Service Packages

	Basic	Extended	Premium	Advanced
Service Status	✓	✓	✓	✓
Service Recommendation	✓	✓	✓	✓
Service History		✓	✓	✓
Recommended Spare Parts List		✓	✓	✓
Lifecycle Roadmap			✓	✓
Condition Assessment				✓

With Siemens Lifecycle Evaluation Service, customers can maintain transparency of their drive's operating condition and proactively monitor the drive systems and its components. Lifecycle Evaluation Service offers:

- Tailored lifecycle service recommendation
- Comprehensive easy-to-read report
- Reduced total cost of ownership
- Extended equipment life
- Maximized asset performance and reliability
- Optimized schedule of plant maintenance, no additional downtime required

As part of the Lifecycle Evaluation Service package, customers will receive:

- Additional incentives on spare parts purchases, training, field service, repairs, Technical Service Agreement (TSA) and upgrades.*
- Priority Technical Support
- Dedicated Service Advisor
- Preferred Field Service Representative
- Extended Labor Warranty*

**for a limited time*



Siemens Customer Service experts can conduct the evaluation remotely, on-site or in conjunction with scheduled plant maintenance with no additional downtime required. At the conclusion of the evaluation, Siemens Customer Service experts provide a comprehensive easy-to-read report with a tailored lifecycle service recommendation. This report allows for advanced planning and budgeting for maintenance on your drive, which ultimately can help prolong the lifetime of the drive system.

To learn more about how Lifecycle Evaluation Service can help extend the life of your SINAMICS drive system, contact your local Siemens Sales Representative or Siemens Industry Customer Care Center at 800-333-7421.

Legal Manufacturer

Siemens Industry, Inc.
100 Technology Drive
Alpharetta, GA 30005
United States of America
Telephone: +1 (800) 333-7421
usa.siemens.com
Order No: CSFL-01400-0921
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In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art industrial security concept. Siemens' products and solutions constitute one element of such a concept. For more information about industrial security, please visit <https://www.siemens.com/industrialsecurity>.

This document contains a general description of available technical options only, and its effectiveness will be subject to specific variables including field conditions and project parameters. Siemens does not make representations, warranties, or assurances as to the accuracy or completeness of the content contained herein. Siemens reserves the right to modify the technology and product specifications in its sole discretion without advance notice.



Attachment 01: Medium Voltage Drives Maintenance Service and Equipment

1.0 Lifecycle Maintenance and Condition Assessment visits details

Site	# of Drives	Site visit details							
		Year 1							
Fremont, NE	1	1st Visit (1 FSR)			2nd Visit				
		Duration: 2 days		Duration:					
		Service start day: Tuesday		Service end day: Wednesday		Service start day:		Service end day:	
		Travel start day: Monday		Travel end day: Thursday		Travel start day:		Travel end day:	
		Year 2							
		1st Visit (1 FSR)			2nd Visit				
		Duration: No Visit		Duration:					
		Service start day:		Service end day:		Service start day:		Service end day:	
		Travel start day:		Travel end day:		Travel start day:		Travel end day:	
		Year 3							
		1st Visit (1 FSR)			2nd Visit				
		Duration: 2 days		Duration:					
		Service start day: Tuesday		Service end day: Wednesday		Service start day:		Service end day:	
		Travel start day: Monday		Travel end day: Thursday		Travel start day:		Travel end day:	

2.0 Equipment and Included Service Package details

[illegible]

Addendum 1 to Purchase Order Terms and Conditions

Standard Commercial Warranty February 7, 2020

1. (a) Labor. All labor provided by Contractor ("Labor") is warranted to be free from defects in workmanship. (b) Product. Contractor warrants all materials, products, equipment and parts ("Product") provided by Contractor is free from defects in material and workmanship. (c) Tools. Any specialized tools, equipment and instruments ("Tools") for which a usage charge or rent is made to CITY shall be adequate for the work specified in this Agreement. (d) Collectively clauses (a), (b), and (c) are the "Limited Warranties".
2. CITY shall have 12 months from the delivery of Product and Tools, and 90 days from the date of performance of Labor to provide Contractor with written notice of claim of breach of the Limited Warranties ("Warranty Period").
3. The Limited Warranties are conditioned on (a) CITY storing, installing, operating, using and maintaining the Labor, Product and Tools in compliance with any parameters set forth in the Agreement or Contractor instructions, (b) no repairs, modifications or alterations being made to the Labor, Product and Tools other than by Contractor or its authorized representatives, (c) CITY discontinuing use, to the extent reasonably necessary, of the Labor, Product or Tools after it has or should have had knowledge of a defect, (d) CITY providing written notice of any warranty claims within the Warranty Period, (e) at Contractor's discretion, CITY either removing and shipping the Labor, Product or Tools, or non-conforming part thereof to Contractor, at CITY's expense, or CITY granting Contractor access to the Labor, Product, or Tools at reasonable times and locations to assess warranty claims, and (f) CITY not being in default of any obligation to pay Contractor.
4. The Limited Warranties exclude any parts, products, goods, supplies or equipment comprising part of the Products that are not manufactured by Contractor or not bearing its nameplate ("3rd Party Goods"). To the extent permitted, Contractor hereby assigns any warranties made to Contractor for such 3rd Party Goods. Contractor shall have no liability to CITY under any legal theory for such 3rd Party Goods or any related assignment of warranties. Also excluded from the Limited Warranties are (a) consumable and expendable items including but not limited to filters, fuses, lamps; such consumables are installed and demonstrate material conformance to this Agreement; (b) damage or defect caused by normal wear and tear, chemical action or abrasive materials; (c) damage or defect caused by negligent or improper operation, misuse, unsuitable replacement parts or supplies, accidental or intentional damage, or improper or unauthorized erection, installation, commissioning, repairs or maintenance, except to the extent performed by Contractor.
5. CITY's sole and exclusive remedies for breach of the Limited Warranties are limited to Contractor's choice of repair, re-performance or replacement of the non-conforming part of the Product or Labor, or refund of the purchase price. The warranty on repaired or replaced parts of the Product or Labor is limited to the remainder of the original Warranty Period. CITY is responsible for any labor or cost required to gain access to the defect, including removal, disassembly, or reinstallation of any equipment, materials or structures necessary to permit Contractor to assess or perform its warranty obligations, and shipping costs to and from the Contractor factory or repair facility.
6. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE PRODUCT OR LABOR WITH REQUIREMENTS OF ANY LAW, REGULATION OR SPECIFICATION, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

SIEMENS

Seller shall indemnify and hold harmless Company, its agents and employees from and against claims of third parties for physical damage to tangible property and personal injury, including death, occurring during the performance of the work hereunder on the premises of the Company and to the extent arising out of or resulting from the negligence or willful misconduct of the employees of Seller while engaged in such work (the "Liabilities"). Provided, however, Seller shall be given prompt notice of any claim for indemnification and the right at Seller's expense to settle and to defend or control the defense of any suit or claim requiring indemnification, and Seller shall not be responsible for indemnifying or holding harmless Company against Liabilities that are caused by Company's own negligence or willful misconduct, or by the negligence or willful misconduct of Company's employees. In the event that the Liabilities are the result of the joint or concurrent negligence of Seller and Company, Seller's duty of indemnification shall be in the same proportion that the negligence of Seller contributed thereto.

Neither Party shall be liable to the other, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by the other party's customers. Each Party's maximum liability under this contract shall be the contract price; however, this limitation shall not be construed to cap or limit in any way liability from third party indemnification claims, damages or losses; nor in no way impact or limit insurance proceeds for policies required under this Agreement.

The Parties agree that the exclusions and limitations set forth in this article are separate and independent from any remedies which CITY may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose.

E-VERIFY. Siemens is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of its employees, agents, and/or contractors who are physically performing services under this Agreement within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee, agent, and/or contractor.

RESOLUTION NO. 2022-238

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a Three Year Support Agreement with Siemens for Lon D. Wright Power Plant Induced Draft Fan Variable Frequency Drive.

WHEREAS, In 2015 the City of Fremont Department of Utilities installed an Air Quality Control System (AQCS) modification at the Lon D. Wright Power Plant. This modification required the City of Fremont Department of Utilities to install a new 3500 HP ID fan, motor and VFD.

WHEREAS, The service agreement for the VFD will provide for two 2-Day site visits during the three-year agreement from a certified Siemens technician. The plan also provides three years of 24/7 technical support and parts discounts. In addition to the service agreement, LDW staff requested an additional three days of onsite support to perform a comprehensive inspection of the drive.

WHEREAS, After consultation with LDW staff during the Utilities and Infrastructure Board Meeting on November 29, 2022 the Utilities and Infrastructure Board voted 5 to 0 to authorize the City of Fremont NE Mayor to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Siemens for \$26,457.00.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont, NE Mayor to sign a service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Siemens for a three year Service Agreement for Lon D. Wright Power Plant, Induced Draft Fan, Variable Frequency Drive for the amount of \$26,457.00

PASSED AND APPROVED THIS ____ DAY OF _____, 2022

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: December 27, 2022
SUBJECT: Medical Insurance Claims Administrator Renewal

Recommendation: Resolution 2022-239 to authorize the mayor to sign the Administrative Services Agreement with Blue Cross Blue Shield of Nebraska for the 2022-2023 plan year.

BACKGROUND: The City has Blue Cross Blue Shield of Nebraska for administrative services (including plan administration and claims processing) for the employer-provided medical and dental insurance. BCBSNE has provided claim processing services for the past several years. Their fee is charged on a per-claim basis, dependent upon the type of claim.

Last year City Council approved a two-year contract with BCBSNE for plan administrative services. BCBSNE requires a new agreement to be signed this year.

The attached agreement will continue BCBSNE's administration for the 2022-2023 plan year. An updated agreement was not available at renewal time and has recently been provided to staff.

FISCAL IMPACT: Signing this document does not have any fiscal impact, it is an administrative document for the coverage approved by City Council on August 25, 2021.

ADMINISTRATIVE SERVICES AGREEMENT

Plan Sponsor: City of Fremont ("THE GROUP")

Effective date: October 1, 2022

Group No.¹: 101425

This is an Administrative Services Agreement between CITY OF FREMONT ("THE GROUP" or "THE PLAN") and Blue Cross and Blue Shield of Nebraska, Inc. ("BCBSNE").

This Agreement is made in and governed by the laws of the state of Nebraska, except as may be subject to federal law, including ERISA. Any contractual provision which does not conform with the laws of Nebraska or the United States is hereby amended to conform to their minimum requirements.

RECITALS

- A. BCBSNE is a domestic insurance company, licensed to sell insurance in the State of Nebraska. BCBSNE is also engaged in the business of providing administrative services to entities which have self-insured, or partially self-insured, health benefit plans for eligible employees.
- B. The Benefit Plan Document includes this document and Attachments, and the Summary Plan Description and Amendments thereto, all of which are incorporated herein by this reference. THE GROUP is funded by either Plan Assets or General Assets for THE GROUP's Covered Persons.² All coverage and benefit determinations are controlled by the Benefit Plan Document as defined in this Recital. The language of this Administrative Services Agreement shall supersede and take precedence over the language of the Summary Plan Description. **The Summary Plan Description number and the Plan or General Assets funding are indicated on Attachment 1.**
- C. BCBSNE is able and willing to provide claims administrative services for THE GROUP's health benefit plan, herein called the "Plan," for Covered Persons and THE GROUP desires to employ BCBSNE to provide such administrative services.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, IT IS AGREED AS FOLLOWS:

DEFINITIONS

Defined terms are capitalized throughout this Agreement. In addition to the definitions stated in the Summary Plan Description, the following definitions are used in this Agreement:

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Covered Person's healthcare needs across the continuum of care.

¹ Group Numbers are subject to change during the term of this Agreement and shall have no effect on the responsibilities of the parties hereto.

² Plan Assets are amounts a participant pays to or has withheld by an employer for contribution to a Plan. Such assets become Plan Assets as of the earliest date they can reasonably be segregated from the employer's general assets, but in no event later than 90 days from receipt by the employer. Plan Assets are subject to ERISA requirements.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

Care Coordinator Fee: A fixed amount paid by a payer to providers periodically for Care Coordination under a Value-Based Program.

Covered Person(s): All enrolled members of THE GROUP (Subscribers and their enrolled dependent spouses or children).

Employee: An individual employed by the Employer, pursuant to its employment definitions and criteria.

Employer: The employer identified in the Summary Plan Description, providing coverage to its eligible Employees and dependents under the terms of its group health plan.

ERISA: Employee Retirement Income Security Act of 1974, as amended.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Provider Incentive: An additional amount of compensation paid to a healthcare provider by a payer based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Subscribers: All enrolled Employees, COBRA qualified beneficiaries, retirees (if applicable), or other non-dependent persons.

Value-Based Program (VBP): Also known as patient-focused care, a Value-Based Program is an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment. Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

I.

APPOINTMENT

BCBSNE is hereby retained and appointed to provide administrative services as herein described for THE GROUP's benefit plan for Covered Persons under BCBSNE's regular claim payment procedures and methods; provided, however, that BCBSNE shall not be, nor be considered as, the "Plan Administrator," but shall be considered a "named fiduciary" with respect to claims administration only, within the meaning of any applicable federal laws and regulations pertaining to employee benefit plans.

The Plan Sponsor shall remain solely responsible for establishing and maintaining the Plan. These responsibilities include ensuring that the Plan Document and Summary Plan Description are prepared and distributed to Participants of the Plan; preparing and filing necessary reports required under ERISA (The Employee Retirement Income Security Act of 1974), and any other requirements set forth in ERISA. BCBSNE does not assume any responsibility for any act or omission or breach of duty by THE GROUP.

The Plan Sponsor acknowledges that BCBSNE is not providing tax or legal advice and that the Plan Sponsor shall be solely responsible for determining the legal and tax status of the Plan. The Plan Sponsor is responsible for the Plan's compliance with all applicable federal and state laws and regulations, including amending Plan documents as necessary to comply with applicable law changes. The Plan Sponsor recognizes the possible legal implications of federal and state laws and takes full responsibility for any non-compliance consequences that result from any request or decision made by THE GROUP. Plan Sponsor will indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to THE GROUP's failure to provide coverage in compliance with all applicable federal and state laws that results from any request or decision made by THE GROUP.

Self-funded political subdivisions are subject to Neb. Rev. Stat.13:1601 et seq., governing provisions of the Public Health Service Act, and as otherwise determined by the governmental group. Such plans are not subject to Title 1 of ERISA.

II.

BCBSNE'S SERVICES

In carrying out the terms of this Agreement, BCBSNE agrees to:

- A. Prepare the Summary Plan Description for its approval by THE GROUP. If THE GROUP prepares its own Summary Plan Description, BCBSNE will provide an initial review of the Summary Plan Description for accuracy in accordance with the benefits and information outlined in BCBSNE's internal administrative process and procedures. However, BCBSNE does not assume any responsibility for any non-compliance consequences, act or omission, or breach of duty by THE GROUP with respect to the information contained therein.
- B. Prepare enrollment forms, Identification Cards and Schedules of Benefits for distribution to Subscribers who are enrolled in this Plan.
- C. Prepare the Summary of Benefit Coverage (SBC) documents once annually for those benefits BCBSNE administers. BCBSNE will prepare any applicable notice of modifications of the SBC which results from legal or regulatory changes or benefit changes initiated by BCBSNE. BCBSNE will not provide translation services for any Summary of Benefit Coverage documents. Distribution of the SBC documents to THE GROUP's employees or dependents shall remain the responsibility of THE GROUP.
- D. Make payments on behalf of THE GROUP for Covered Services provided to Covered Persons pursuant to the Benefit Plan Document.

All payments for Covered Services by in-network providers will be made directly to such providers. In all other cases, payments will be made, at BCBSNE's option, to the Subscriber, to his or her estate, to the provider or as required under state or federal law, including qualified medical child support orders. No assignment, whether made before or after services are provided, of any amount payable according to this Agreement shall be recognized or accepted as binding upon BCBSNE or the Plan, unless otherwise required by state or federal law.

All benefit payments will be made as soon as possible after the claim has been filed. Payments made in error may be recovered as provided by law.

- E. Follow BCBSNE's regular claim processing procedures, including the determining of appropriate benefit amounts, with respect to the processing of claims pursuant to the Benefit Plan Document. This includes, but is not limited to, the determination of benefits pursuant to the Coordination of Benefits provisions stated in the Summary Plan Description and the determination of whether to pay or deny claims in the event that a Covered Person fails to return a Coordination of Benefits questionnaire. A service for which a bill, statement or invoice is generated is considered paid on the date appearing in BCBSNE's claim system.

- F. BCBSNE shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement, provided that a higher standard of care will be exercised where required by applicable law. With the full cooperation of THE GROUP, BCBSNE will make reasonable efforts under the circumstances, considering the chances of successful recovery and the costs thereof, to recover payment made in excess of the amount provided for a Benefit under the Benefit Plan Document ("Overpayments"), as permitted by applicable provider and member contracts. THE GROUP assigns to BCBSNE the authority to pursue recovery of Overpayments and BCBSNE will pursue reasonable means of recovery of Overpayments under the circumstances but will not be obligated to commence litigation, unless otherwise specifically agreed to by the parties. BCBSNE may, at its sole option, choose not to pursue de minimis Overpayment amounts. BCBSNE will not seek refunds that relate to a retroactive termination of membership of a Covered Person for claims incurred more than 6 months prior to the date on which BCBSNE is made aware of the termination. THE GROUP understands and agrees that due to provider contract limitations, BCBSNE will be limited in its ability to pursue Overpayments or make any needed adjustments to paid claims that were incurred or paid beyond the applicable provider lookback period.

BCBSNE will assume liability up to the amount of an unrecovered Overpayment only if and at such time as it is determined that: (a) the Overpayment was caused by BCBSNE's fraudulent or criminal activity, or was caused by BCBSNE's act or omission which was an intentional disregard of BCBSNE's obligations under this Agreement; (b) reasonable means of recovery under the circumstances have been exhausted; and (c) BCBSNE's acts or omissions were not undertaken at the express direction of THE GROUP.

Payment for a specific service or an erroneous payment made under this Agreement shall not make BCBSNE or the Plan liable for further payment for the same condition. Under certain circumstances, if BCBSNE pays a provider amounts that are the responsibility of the Covered Person, BCBSNE may collect such amounts from the Covered Person.

- G. Provide facilities, personnel, procedures, forms and instructions for the administration of claims under the Benefit Plan Document. The Benefit Plan Document may be modified (1) by mutual agreement of THE GROUP and BCBSNE; or (2) at renewal at BCBSNE's discretion.
- H. Accept full and exclusive discretion to determine for all parties all matters of fact or interpretation relating to any claim under the Benefit Plan Document, including interpretation of plan provisions to the extent that BCBSNE is a fiduciary for claims processing purposes. The decisions of BCBSNE regarding such claims shall be final and binding subject to appeal to BCBSNE under its review process. Benefits will be paid or denied consistent with the Benefit Plan Document based upon BCBSNE's determination. The claim appeal and review process is set forth in the Summary Plan Description. NO CLAIM EXCEPTIONS TO THE BENEFIT PLAN DOCUMENT WILL BE MADE.
- I. Report to THE GROUP matters of general interest with respect to the Benefit Plan Document, including, but not limited to, problems of a recurring nature and suspected misuse of benefits.
- J. Submit to THE GROUP, with each monthly billing, a monthly Claims Analysis Report which sets forth the applicable identification number, patient's name, relationship to Subscriber, age, admission or performance date, discharge date, dollar charge, type of coverage, any refunds or other adjustments, and Net Paid Claims. (See Net Paid Claims in Part VI., A.)
- K. Maintain membership and claims records, as required by law. Any audit initiated pursuant to this Part and authorized by THE GROUP shall be undertaken at THE GROUP's expense and shall be subject to the audit terms and conditions in Attachment 6. The parties agree that THE GROUP shall not hire a third party to conduct a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc.) which may be found by the third party in its audit. Should THE GROUP contract with a third party to perform such contingent fee audit, BCBSNE has no obligation under the terms of this Agreement to cooperate with said third party in the conduct of such contingent fee audit.

- L. Provide the following services in the development and design of any amendment, revision or modification of the Plan: Underwriting and actuarial advice, cost estimates and projections, and proposed language changes, subject to Part III., E.
- M. Use its discretion to seek recovery based on subrogation or other theories, from third parties (or their carriers) who have caused Injury or Illness to a Covered Person or damages to the Plan. In addition, BCBSNE may engage a contractor to perform specialized services for recovery of funds, prepayment review, or discovery of overpayment or fraud. Such contractors may be reimbursed based on a percentage of recovery, percentage of savings, or other reasonable basis, with either (1) the net amount returned to THE GROUP; or (2) the gross amount returned to THE GROUP, with the administrative fee reflected as a charge on the summary invoice provided to THE GROUP. BCBSNE may settle or release claim to such recoveries and use its discretion to determine amounts recovered, on behalf of THE GROUP. This includes participation in consolidated or class action lawsuits alleging such injuries. Any recovery from consolidated or class action suits will be apportioned among all insured and self-insured plans or pools. The proration may be based on number of covered persons, number of injured persons, claims volume, or any other basis determined by BCBSNE. Once BCBSNE has exhausted its subrogation recovery efforts, BCBSNE will not take any further action on the claim. THE GROUP will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees. This includes participation in lawsuits in which BCBSNE has been named as a defendant.

Recoveries made in any plan year will be applied first to the appropriate Stop Loss Amount, from the applicable contract year, and subsequently, to THE GROUP's claim liability. THE GROUP agrees to cooperate with all such recovery efforts. The Subrogation and Contractual Right to Reimbursement provisions applicable to the Plan are stated in the Summary Plan Description.

Notwithstanding any prior agreement between the parties to the contrary, BCBSNE will charge a fee equal to 25% of the subrogation amount recovered by BCBSNE ("Subrogation Recovery Fee"). The 25% Subrogation Recovery Fee is not included in the Administrative Service Fees or any other fee described in this Agreement and will be deducted from any recovery amount prior to releasing funds to THE GROUP.

In the event of termination of this Agreement, in whole or in part, BCBSNE may continue to work, as outlined above, all third party liability cases within its possession as well as any additional cases identified by BCBSNE with dates of services incurred prior to the date of termination. The fees charged for the subrogation services will be at the rate listed above and on Attachment 1 at the time of termination for such subrogation services.

If THE GROUP elects to use an outside vendor to perform subrogation recovery services, BCBSNE may charge a reasonable fee for implementation and reporting services.

- N. Provide its standard Case Management Programs and Utilization Management Program for Covered Services provided to Covered Persons and to perform Utilization Review in accordance with the Plan.
- O. Furnish THE GROUP copies of available records of BCBSNE which may be required to satisfy the requirements of ERISA.
- P. Indemnify THE GROUP and hold it harmless against any and all loss, damage, and expense with respect to the administration of the Plan resulting from, or arising out of, any act or omission which constitutes bad faith, fraudulent or criminal acts of employees of BCBSNE acting alone or in collusion with others.
- Q. BCBSNE does not underwrite or insure the liability of THE GROUP under this Agreement, except as specifically provided in any Stop Loss Contract between the parties. BCBSNE provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims except as set forth in this Agreement.

- R. Upon mutual agreement of BCBSNE and THE GROUP and/or Plan Sponsor, assist THE GROUP and/or Plan Sponsor with certain administrative tasks related to compliance obligations of THE GROUP and/or Plan Sponsor.
- S. Provide claims reporting which provides the level of detail necessary for THE GROUP's consultant to advise THE GROUP on benefit design and funding alternatives. Provided information will include, but not be limited to the following, net paid claims, enrollment data, and a high claims report which provides diagnosis and treatment detail. BCBSNE group reporting guideline / policies will apply.
- T. If applicable, provide administration for the following state assessment mandates by agreeing to:
 - 1. Comply with New York State Health Care Reform Act, if applicable. BCBSNE shall notify THE GROUP of the amount of the required surcharge and covered lives assessment for such month and shall file appropriate reports with the New York Department of Health ("DOH") and make the required payments to the DOH in accordance with the procedure under this Agreement. For purposes of this Agreement, such surcharges and covered lives assessments shall be considered authorized expenses of the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for any surcharge or covered lives assessment payable by the Plan under section 2807-j or 2807-s of the New York Public Health Law and shall not be liable for any interest or penalties assessed against the Plan or THE GROUP as a result of late or insufficient payment of such surcharges and assessments, unless the interest or penalty is a result of BCBSNE's negligence or mistake. THE GROUP is responsible for filing election forms and reporting any changes to the New York Public Goods Pool.
 - 2. Submit payment to the Maine Vaccine Board in accordance with 22 MRSA Sec. 1066. Payment is required in relation to the number of Covered Life Months. The assessment rate is set in advance of the beginning of each calendar year. Payment is required by all insurers, which included third-party administrators. A Covered Life Month is any month in which health benefits are provided to a child under age 19 who resides in the State of Maine. Such payments shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for any interest charge for failing to make a savings offset payment in a timely manner, unless the interest payment is a result of BCBSNE's negligence or mistake.
 - 3. Submit payment to the Vermont Department of Taxes in accordance with Sec. 48. 32 V.S.A. Chapter 243. Payment is required in an amount equal to 0.999 of 1 percent of all health insurance claims paid by an insurer for Vermont residents in the previous fiscal year. The assessment applies to all health care and dental claims that are not financed through a federal program. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.
 - 4. Submit payment to the Vermont Department of Health in accordance with 18 V.S.A. §1130(b)(1). Payment is required in relation to the number of Vermont covered lives. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.
 - 5. Submit the required assessment to the Idaho Immunization Board in compliance with Idaho Code § 41-6005, if applicable. An assessment is required to be paid by all carriers for any child under the age of 19 residing in the State of Idaho. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.

6. Submit payment to the Massachusetts Health Safety Net Office in accordance with the Massachusetts Act Providing Access to Affordable Quality and Accountable Health Care Chapter 58 of the Acts of 2006. Payment is required by all purchasers of healthcare services who make payments to acute hospitals and to ambulatory surgical centers. The surcharge amount equals the product of the payments subjected to the surcharge and the applicable surcharge percentage. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.
7. Submit payment to the Massachusetts General Fund for the Pediatric Immunization Assessment in accordance with Massachusetts General Law Section 38 of Chapter 118G. Payment is required by all health care insurers that conduct business in Massachusetts to cover the costs of purchasing and distributing childhood vaccines. The surcharge amount equals a percentage of payments made to acute hospitals and ambulatory surgical centers. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.
8. Submit payment to the New Hampshire Vaccine Association in accordance with New Hampshire Revised Statutes Annotated (RSA) 126-Q. Payment is required by all insurers and third party administrators covering children residing in the New Hampshire. Payment is required in relation to the number of child covered lives. The monthly assessment rate is expected to be updated once each year. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.
9. Submit payment to the Alaska Vaccine Assessment Program ("AVAP") in compliance with AS 18.09.200 et. seq. An assessment is required to be paid by all insurers, self-insured employers, and third party administrators who insure or administer or provide benefits to children or adults residing in the state of Alaska. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.
10. Submit payment to the general treasurer of Rhode Island in compliance with R.I. Gen. Laws Section 42-7.4-11, Rhode Island's Healthcare Services Funding Plan Act. An assessment is required to be paid by all insurers, self-insured employers, and third party administrators who insure or administer benefits to individuals residing in the state of Rhode Island. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE's negligence or mistake.

THE GROUP is responsible for any state assessment on GROUP claims regardless of whether the state assessment is included in this Section.

III. THE GROUP's SERVICES

In carrying out the terms of this Agreement, THE GROUP agrees to:

- A. The Employees eligible for coverage under the Plan, and specific requirements for eligibility, are determined by THE GROUP. THE GROUP agrees to follow eligibility and effective date of coverage guidelines, as stated in THE GROUP's eligibility guidelines, and/or within the Summary Plan Description.

Enrollment for coverage under the Plan is completed through THE GROUP, pursuant to its enrollment procedures. THE GROUP shall periodically provide BCBSNE with a current list of members. THE GROUP and BCBSNE shall jointly determine the medium and timing for providing such information. THE GROUP agrees to maintain current and accurate Plan eligibility and enrollment records. Information regarding eligibility and termination of eligibility Covered Persons must be furnished to BCBSNE in a timely manner. BCBSNE will process retroactive changes, additions, and terminations for up to 6 months prior to the date notice is received by BCBSNE, subject to applicable law. BCBSNE shall not be responsible for any non-performance or delay in the performance of this Agreement that is caused or contributed to by the failure of THE GROUP to provide any of the eligibility and enrollment information required by BCBSNE.

THE GROUP's records relating to such coverage shall be open to BCBSNE for review at reasonable times. THE GROUP shall be responsible for documenting the Plan's eligibility requirements and communicating these requirements to BCBSNE and THE GROUP's employees and vendors (including stop loss carriers). THE GROUP is also responsible for verifying the accuracy of the enrollment/eligibility information provided to BCBSNE and notifying BCBSNE and THE GROUP's vendors (including stop loss carriers) of any changes to the Plan's eligibility requirements. THE GROUP understands that failure to comply with the above provisions may result in the denial of claims by BCBSNE and/or THE GROUP's stop loss carrier, and/or the inaccurate disbursement of benefits. BCBSNE shall have no liability to THE GROUP or any Covered Person as a consequence of inaccurate eligibility or enrollment information, including claims that are denied by BCBSNE and/or THE GROUP's stop loss carrier, and/or the inaccurate disbursement of benefits.

- B. BCBSNE will process a retroactively dated termination of coverage and/or a coverage rescission, and refund related administrative fees, for up to 6 months prior to the date notice is received by BCBSNE, subject to the applicable legal requirements for rescission of coverage. Claims incurred after the retroactive date of termination shall not be further processed and/or paid under the Plan. Claims incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid claims under the Plan, and BCBSNE will pursue refunds in accordance with the Overpayments section of this Agreement. BCBSNE will not seek refunds for claims incurred more than 6 months prior to the date on which BCBSNE is made aware of the termination. Erroneous payments not recovered will be considered as benefits paid under the Agreement and BCBSNE will not be financially responsible for such erroneous payment.

THE GROUP is responsible for determining the eligibility status of THE GROUP's Covered Persons and will hold BCBSNE harmless and indemnify BCBSNE for any error or neglect on THE GROUP's part in providing BCBSNE with accurate eligibility or enrollment information or for any failure on THE GROUP's part to provide coverage in compliance with applicable federal and state laws. BCBSNE will not be responsible for erroneous communications or disbursement of benefits due to inaccurate eligibility information provided by THE GROUP.

Neither the acceptance of employee contributions nor the processing of claims will constitute a waiver of BCBSNE's or the GROUP's rights to rescind coverage, as allowed by law.

- C. Cooperate with BCBSNE in an audit of Covered Persons, upon request, but not more frequently than annually. The cost of such audit shall be borne by BCBSNE and shall include, but not be limited to, reimbursing THE GROUP's personnel providing support to such audit in excess of ten hours and copying expenses.
- D. Notify BCBSNE immediately of any work-related accident suffered by a Covered Person for which recovery may be available under any Workers' Compensation Law or similar law. THE GROUP agrees to forward a copy of the First Injury Report to BCBSNE as soon as possible. Work-related injuries or illnesses are not Covered Services, therefore provider discounts which are available to THE GROUP under the health coverage, are not available for these services. THE GROUP also agrees to advise BCBSNE of any potential subrogation rights or other contractual rights of recovery known to THE GROUP.

- E. Review the Benefit Plan Document and any changes or modifications thereto, and notify BCBSNE of any necessary changes within 30 days of receipt. Any changes or modifications to the Benefit Plan Document must be approved by BCBSNE before it is effective. Such approval will not be unreasonably withheld.

Any changes or modifications to benefits which are made by THE GROUP must be approved by BCBSNE, and may be subject to an increased charge, and any additional administrative expense involved in its implementation. This charge will be determined by BCBSNE, and shall be effective as of the effective date of the modification. Benefits cannot be decreased retroactively at any time.

Special projects, services, or benefits, including any associated fees, may be described in this Agreement, an amendment to this Agreement, or in a separate agreement (e.g., a Non-Standard Benefit or Services Agreement).

- F. Grant to BCBSNE discretionary authority to determine for all parties, all matters of fact or interpretation relating to any claim under the Benefit Plan, including interpretation of Plan provisions, to the extent that BCBSNE is a fiduciary for claims processing purposes. These decisions will be final and binding subject to appeal to BCBSNE under its review process.
- G. Indemnify BCBSNE and hold it harmless against any and all claim loss, damage, and expense with respect to the administration of the Plan, except that resulting from, or arising out of, any act or omission which constitutes bad faith, negligence, fraudulent or criminal acts of employees of BCBSNE, acting alone or in collusion with others, or expenses incurred by BCBSNE in the regular administration of the Plan.

THE GROUP agrees that should it fail to make payment due to insolvency or for any other reason, the provider shall have authority to collect directly for Covered Services from its Covered Persons.

- H. Indemnify BCBSNE and hold it harmless, as set forth herein, for any claim, loss, damage and expense arising from the release of claims specific information to THE GROUP.
- I. THE GROUP on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between THE GROUP and BCBSNE, that BCBSNE is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSNE to use the BCBS Service Marks in Nebraska, and that BCBSNE is not contracting as the agent of the Association. THE GROUP further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BCBSNE, and that no person, entity or organization other than BCBSNE shall be held accountable or liable to THE GROUP for any of BCBSNE's obligations to THE GROUP created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSNE other than those obligations created under other provisions of this Agreement.
- J. Execute and be responsible for all HIPAA related compliance, including but not limited to executing any necessary agreements or notifications.
- K. Keep all information received from BCBSNE confidential. THE GROUP will not use or disclose such information except as necessary for administration of claims pursuant to the Benefit Plan Document. In the event THE GROUP discloses any such information to a contractor assisting in the administration of the Benefit Plan Document, it shall first obtain written agreement from the contractor restricting further disclosure or use for any purpose other than providing such assistance. THE GROUP will ensure that, if necessary, a Business Associate Contract is in place with respect to applicable services provided by a subcontractor.

In consideration for the benefits available under the Plan, all Covered Persons agree that he or she consents to the release of his or her medical and other personal information to BCBSNE and to THE GROUP as necessary for the purpose of determining eligibility and/or administering claims.

IV.

CONTINUATION OF COVERAGE

A. THE GROUP is responsible to provide all notices required by COBRA and Department of Labor Regulations, including but not limited to:

1. An initial COBRA Notice to Employees and their spouses upon the date THE GROUP first becomes subject to COBRA.
2. An initial COBRA notice to new Employees and their spouses within 90 days after coverage commences (or earlier, if a Qualifying Event occurs within the first 90 days of coverage).
3. A notice to the Plan Administrator when a Qualifying event occurs due to an Employee's termination or reduction in hours of employment, death or entitlement to Medicare, or due to THE GROUP filing bankruptcy, within 30 days of the Qualifying Event. THE GROUP shall also notify the Plan Administrator within 30 days of receiving notice of a Covered Person's Qualifying Event due to divorce, legal separation, or cessation of dependent status.
4. A notice of unavailability of COBRA in the event an Employee or dependent requests COBRA coverage and is determined to be ineligible.
5. A notice of early termination of COBRA coverage in the event a Qualified Beneficiary's coverage is terminated prior to the end of the maximum COBRA coverage period.

THE GROUP agrees to establish reasonable COBRA notice procedures, in accordance with federal regulations. THE GROUP agrees to indemnify BCBSNE for any losses directly related to THE GROUP's failure to establish or follow reasonable COBRA notice procedures. The experience from the continuation coverage shall be charged to THE GROUP's Plan.

The applicable Continuation of Coverage provisions are stated in the Summary Plan Description.

B. The amount of recommended monthly charges to be collected and retained by THE GROUP shall not be less than the amounts indicated on Attachment 3.

V.

FINANCING ARRANGEMENTS

The financing arrangements applicable under this Agreement are those set forth on Attachment 2.

VI.

COMPENSATION

A. Commencing with the effective date of this Agreement, and in consideration of the services and obligations herein required of BCBSNE, THE GROUP shall pay BCBSNE, monthly, the following amounts. If the number of Covered Persons increases or decreases by 10% or more, or the terms of this Agreement are changed by THE GROUP during the Term, BCBSNE reserves the right to revise the rates contained in this Section or applicable Attachment.

1. **Administrative Service Fees:** The fees for BCBSNE's services, including certain optional services, as stated in this Agreement which includes fees for all persons who have elected to continue membership in THE GROUP pursuant to COBRA continuation coverage.

The Administrative Service Fees are indicated on Attachment 1, Section A.

2. Reimbursement for the total "**Net Paid Claims**" for the preceding month, unless reimbursement is otherwise provided in Part V., above. Claims data which is, for any reason, omitted from a particular month's billing, shall be added to the billing for a subsequent month, and the Administrative Service Fee for the subsequent month shall reflect any appropriate adjustment.

Net Paid Claims (or "Net Effect"): This is the amount determined after subtraction of any discount and other adjustments made to the Allowable Charge for Covered Services, pursuant to the contractual provisions between BCBSNE and the Contracting Providers, or in accordance with other Contract provisions. These payments are made by BCBSNE or a Blue Cross and/or a Blue Shield plan in another state, referred to as a "Host Blue." THE GROUP's payment is made on a Net Paid Claims basis.

Payment for Covered Services by a Contracting facility inside BCBSNE's service area is based on the Contracted Amount less the Covered Person's Deductible, Coinsurance and Copayment. Payment for Covered Services received from a Contracting facility outside of BCBSNE's service area is based on the lesser of the Contracted Amount or the billed charge less the Covered Person's Deductible, Coinsurance and Copayment. Payment for Covered Services received from a Contracting professional or noninstitutional provider is based on the lesser of the Contracted Amount or the billed charge less the Covered Person's Deductible, Coinsurance and Copayment, regardless of location. The Coinsurance is based on the lesser of the Allowable Charge or the billed charge for Covered Services.

3. **Value Based Arrangements with Contracting Providers.** BCBSNE has contracts with certain health care providers that vary from traditional fee for service arrangements. These arrangements may include case and/or per diem payments, bundled or episode of care payments, and payments to accountable care organizations ("ACOs") and patient-centered medical homes ("PCMHs") in the form of care coordination and care management payments, quality bonuses, and shared savings payments ("value based care payments" or "VBC Payments"). The VBC Payments to each ACO or PCMH will differ based on the specific contract in place with BCBSNE.

The VBC Payment amount is based upon an assessment of THE GROUP's members who are attributed to an ACO or PCMH and is billed to THE GROUP in the same manner as claims for payment by THE GROUP. VBC Payments may be billed to THE GROUP retrospectively on a quarterly basis (care coordination payments), after the completion of the program year (shared savings or quality bonus), or through the claims system in the same manner as other fee for service claims (care management).

The VBC Payments support practices in making fundamental changes to their care delivery. These changes are needed to provide high quality, patient-focused, whole-person care, which will result in lower total cost of care. The goal of the ACO and PCMH programs is the Triple Aim, an approach for optimizing health care delivery through the following: (a) improving the patient experience of care (including quality and satisfaction); (b) improving the health of populations; and (c) reducing the per capita cost of health care.

In addition, Host Blue Plans may have contracts with certain health care providers that vary from traditional fee for service arrangements. Pursuant to these arrangements, Host Blues may pay providers for reaching agreed upon cost/quality goals. The Host Blue may pass these provider payments to BCBSNE, which BCBSNE will pass directly on to THE GROUP. These arrangements and payments are described in more detail in Section VI.B.

4. **Financial Settlements with Providers.** THE GROUP acknowledges and agrees that BCBSNE may, from time to time, enter into financial settlements with Contracting Providers of BCBSNE for, among other reasons, routine claims adjustments, delayed rate adjustments, cost rate adjustments, non-claim specific compensation adjustments (such as incentive or bonus program adjustments). As such, the outcome of these settlements could result in an additional charge or credit being issued to THE GROUP during or after the applicable contract year. The parties understand and agree that any such charge or credit may not result in a corresponding adjustment to amounts paid or not paid to Covered Persons or their cost share in connection with claims relating to the settlement.

BCBSNE reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and members. Whenever amounts from these investigations can be associated with a claim under the Plan and result in a claim adjustment, THE GROUP will receive a credit against future claims costs in the amount of the recovery, less a percentage fee that may be retained by BCBSNE. In addition, BCBSNE may engage a contractor to perform specialized services for recovery of funds, prepayment review, or discovery of overpayment or fraud. Such contractors may be reimbursed based on a percentage of recovery, percentage of savings, or other reasonable basis, with either (1) the net amount returned to THE GROUP; or (2) the gross amount returned to THE GROUP, with the administrative fee reflected as a charge on the summary invoice provided to THE GROUP. THE GROUP understands and agrees that not all recoveries can be reasonably tied to a particular claim resulting in its adjustment; for example, when a recovery arises from a general settlement that takes in account BCBSNE's entire book of business with insufficient information for individual claim adjustments. In such circumstances, BCBSNE may retain the recoveries and will make available details of the same on an annual basis upon written request.

5. **Subrogation Recovery Fee.** BCBSNE will charge a fee equal to 25% of the subrogation amount recovered by BCBSNE ("Subrogation Recovery Fee"). The 25% Subrogation Recovery Fee is not included in the Administrative Service Fees or any other fee described in this Agreement and will be deducted from any recovery amount prior to releasing funds to THE GROUP.
6. **The following fees are related to the BlueCard Program. Additional information about the BlueCard Program is found in Paragraph B of this Part.**
 - a. Access Fee: If Contracted Provider savings are available from a Host Blue, BCBSNE may be charged a fee for Covered Persons to access the Host Blue's Contracting Provider network. This Access Fee for services incurred by a Covered Person will be passed along to THE GROUP as a claims expense under Net Paid Claims, unless otherwise indicated in Attachment 1 and Section VI.A.1. The Access Fee is a percentage of the discount the Host Blue has made available to BCBSNE, but not to exceed \$2,000 for any claim. If an Access Fee credit is received, this amount will be credited to THE GROUP. The provider has agreed not to bill Covered Persons for amounts in excess of the Contracted Amount, but may bill them for Deductibles, Coinsurance and amounts for Noncovered Services.

The amount of this fee or any credits will be used in the computation of "Net Paid Claims" charged to THE GROUP. Instances may occur when none of a claim or only a small amount of the claim is paid due to the application of the Covered Person's Deductible, Coinsurance or Copayment. If the Host Blue's arrangement with the provider allows the Contracted Amount to apply when the amount is fully or mostly a Covered Person's obligation, the Access Fee will be paid and passed to THE GROUP as a claims expense under Net Paid Claims even though THE GROUP paid little or none of the claim. This process allows the benefit of the discounted amount to be passed through to the Covered Person.

The Access Fee is indicated on Attachment 1, Section B. 1. a.

- b. Administrative Expense Allowance (AEA): The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to BCBSNE for administrative services the Host Blue provides in processing claims for THE GROUP's Covered Persons. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of THE GROUP's enrollment. An Administrative Expense Allowance (AEA) for each original claim processed through the BlueCard Program by the Host Blue, will be charged back to THE GROUP as an administrative expense, unless otherwise indicated in Attachment 1 and Section VI.A.1.

An AEA Fee Report will be provided monthly with the Claims Analysis Report.

The AEA Fees are indicated on Attachment 1, Section B. 1.b.

7. Non-Contracted Providers

For both physician/professional and institutional claims incurred in other plan service areas with non-contracted providers, no Access Fee applies. The AEA fee for non-contracted provider claims will be \$3.00 per claim.

8. Premium for an Individual Stop Loss.

Premium for an Aggregate Stop Loss.

The Stop Loss premium, however stated, includes fees for all persons who have elected to continue memberships in THE GROUP pursuant to COBRA.

If applicable, the Stop Loss premiums are addressed in the Stop Loss Contract.

- 9. **Commissions:** If a commission to an agent of record specified by THE GROUP is payable by BCBSNE, the actual amount paid will be charged to THE GROUP each month during the Term of this Agreement.

The monthly commission is indicated on Attachment 1, Section C.

- B. The following language is mandated by the Blue Cross and Blue Shield Association in order to explain the methods that are used to calculate claim liability in the various independent Blue Cross and Blue Shield Plans. The Out-of-Area Services fees and compensation costs are outlined on Attachment 1, Section B.**

Out-of-Area Services: BCBSNE has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Covered Persons access healthcare services outside the geographic area BCBSNE serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSNE serves, Covered Persons obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Covered Person obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. BCBSNE remains responsible for fulfilling its contractual obligations to you. BCBSNE payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Dental Care Benefits (except when paid as medical claims/benefits) and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSNE to provide the specific service or services are not processed through the Inter-Plan Arrangements.

1. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Covered Persons access Covered Services within the geographic area served by a Host Blue (outside the geographic area BCBSNE serves), the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

a. Liability Calculation Method Per Claim – In General

i. Covered Person Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Covered Person's liability on claims for Covered Services will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to BCBSNE by the Host Blue.

ii. THE GROUP's Liability Calculation

The calculation of THE GROUP'S liability on claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to BCBSNE by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, THE GROUP may be liable for the excess amount even when the Covered Person's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

b. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to BCBSNE by the Host Blue may be represented by one of the following:

- i.** An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- ii.** An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related

- transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or
- iii. An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price THE GROUP pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Covered Person and THE GROUP is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to THE GROUP will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from THE GROUP. If THE GROUP terminates, THE GROUP will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume (number of claims processed) and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

c. BlueCard Program Fees and Compensation

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which BCBSNE is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to THE GROUP are set forth in Attachment 1. BlueCard Program Fees and compensation may be revised from time to time as described in the "Modifications or Changes to Inter-Plan Arrangement Fees or Compensation" Section below.

2. Special Cases: Value-Based Programs

Value-Based Programs Overview

THE GROUP's Covered Persons may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered

either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

a. Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these provider payments to BCBSNE which BCBSNE will pass directly on to THE GROUP as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to THE GROUP via an enhanced provider fee schedule.
- (ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- Per Attributed Member Per Month (PMPM) Billings: Per Attributed Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. BCBSNE will pass these Host Blue charges directly through to THE GROUP as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If THE GROUP terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Covered Persons will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

b. Care Coordinator Fees

Host Blues may also bill BCBSNE for Care Coordinator Fees for provider services which we will pass on to THE GROUP as follows:

1. PMPM billings; or
2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement, BCBSNE and THE GROUP will not impose Covered Person cost sharing for Care Coordinator Fees.

c. Value-Based Programs under Negotiated Arrangements

If BCBSNE has entered into a Negotiated Arrangement/Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to THE GROUP's Covered Persons, BCBSNE will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

As part of this Agreement, BCBSNE and THE GROUP may agree to waive Covered Person cost sharing for care coordinator fees.

3. Prepayment Review and Return of Overpayments

If a Host Blue conducts prepayment review activities including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits, the Host Blue may bill BCBSNE up to a maximum of 16 percent of the savings identified unless an alternative reimbursement arrangement is agreed upon by BCBSNE and the Host Blue, and these fees may be charged to THE GROUP. If a Host Blue engages a third party to perform these activities on its behalf, the Host Blue may bill BCBSNE the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement

arrangement is agreed upon by BCBSNE and the Host Blue, and these fees may be charged to THE GROUP.

Recoveries of overpayments from a Host Blue, or its participating and nonparticipating providers, from post-payment review activities, can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits (e.g., healthcare provider and hospital bill audits, credit balance audits), utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to BCBSNE they will be credited to THE GROUP's account. When a Host Blue identifies and collects these overpayments/recovery amounts, the Host Blue may bill BCBSNE up to a maximum of 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCBSNE and the Host Blue, and these fees may be charged to THE GROUP. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. When this occurs, the Host Blue may bill the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCBSNE and the Host Blue and these fees may be charged to THE GROUP.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, BCBSNE will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this Agreement.

4. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSNE will disclose any such surcharge, tax or other fee to THE GROUP, which will be THE GROUP's liability.

5. Non-Participating Healthcare Providers Outside BCBSNE's Service Area

a. Covered Person Liability Calculation

i. In General

When Covered Services are provided outside of BCBSNE service area by nonparticipating providers, the amount a Covered Person pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating provider bills and the payment BCBSNE will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

ii. Exceptions

In some exception cases, at THE GROUP's direction BCBSNE may pay claims from nonparticipating healthcare providers outside of BCBSNE's service area based on the provider's billed charge. This may occur in situations where a Covered Person did not have reasonable access to a participating provider, as determined by BCBSNE in BCBSNE's sole and absolute discretion or by applicable law. In other exception cases, at THE GROUP's direction BCBSNE

may pay such claims based on the payment BCBSNE would make if BCBSNE were paying a nonparticipating provider inside of BCBSNE service area, as described elsewhere in this Agreement. This may occur where the Host Blue's corresponding payment would be more than BCBSNE in-service area nonparticipating provider payment. BCBSNE may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment BCBSNE will make for the covered services as set forth in this paragraph.

b. Fees and Compensation

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to THE GROUP are set forth in Attachment 1. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in the "Modifications or Changes to Inter-Plan Arrangement Fees or Compensation" Section below.

6. Blue Cross Blue Shield Global Core Program

a. General Information

If Covered Persons are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Covered Persons with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Covered Persons receive care from providers outside the BlueCard service area, the Covered Persons will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

•Inpatient Services

In most cases, if Covered Persons contact the service center for assistance, hospitals will not require Covered Persons to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Covered Person claims to the service center to initiate claims processing. However, if the Covered Person paid in full at the time of service, the Covered Person must submit a claim to obtain reimbursement for Covered Services. Covered Persons **must contact BCBSNE to obtain precertification for non-emergency inpatient services.**

•Outpatient Services

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Covered Persons to pay in full at the time of service. Covered Persons must submit a claim to obtain reimbursement for Covered Services.

•Submitting a Blue Cross Blue Shield Global Core Claim

When Covered Persons pay for Covered Services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Covered

Persons should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill to the service center address on the form to initiate claims processing. The claim form is available from BCBSNE, the service center, or online at www.bcbsglobalcore.com. If Covered Persons need assistance with their claim submissions, they should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

b. Blue Cross Blue Shield Global Core Program Program-Related Fees

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to THE GROUP under Blue Cross Blue Shield Global Core are set forth in Attachment 1. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in the "Modifications or Changes to Inter-Plan Arrangement Fees or Compensation" Section below.

7. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees (Access and AEA) are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSNE shall provide THE GROUP with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and THE GROUP's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If THE GROUP fails to respond to the notice and does not terminate this Agreement during the notice period, THE GROUP will be deemed to have approved the proposed changes, and BCBSNE will then allow such modifications to become part of this Agreement.

- C. **Rx Nebraska Program Fees:** Prime Therapeutics, LLC, (Prime) is the Pharmacy Benefit Manager which processes pharmacy claims for the Rx Nebraska Program. For pharmacy claims, BCBSNE utilizes Prime to provide network access to network participants and to provide mail service. The Rx Nebraska Program terms and fees are described in Attachment 5.

Rebates received from manufacturers of drugs and supplies on claims that are processed through THE GROUP's medical benefits will be passed back to THE GROUP.

- D. BCBSNE shall provide THE GROUP with a monthly billing reflecting the amount due BCBSNE from THE GROUP, less any credits. This billing will be provided on or before the 10th business day of the following month and shall be payable within 15 days of its mailing by BCBSNE.

Interest will be charged for Net Paid Claims, Administrative Service fees, Stop Loss charges and amounts previously unreimbursed by THE GROUP, which are received more than 15 calendar days after the date notification is mailed.

Interest will be based on a rate of 12% per annum for the actual number of days which have elapsed beyond the 15-day grace period. The interest charge will be added to the next subsequent billing for claims reimbursement and will not be included in the Aggregate Stop Loss Limit. Interest charges will also be applicable on any past due interest charge.

- E. In connection with the administration of this Agreement, if at any time BCBSNE shall be or become subject to the imposition of, or any increase in, a premium tax or other tax whatsoever, the amount of compensation shall be increased by a like amount. (The present premium taxes on the Stop Loss premiums are included in the costs shown above, if applicable.) Assessments by a state arising from the operation of the Plan, including but not limited to a surcharge on claims and/or an assessment on residents of that state, shall be considered a tax for purpose of this paragraph.

If a change in a law or regulation occurs during the term of this Agreement which results in additional administrative costs such increases in cost will be communicated to and incurred by THE GROUP.

- F. BCBSNE may employ the services of an outside company to seek recovery of credit balances from providers and facilities. The outside company may: a) retain a percentage of the monies recovered as compensation for its services. The remaining balance will be refunded to THE GROUP; or b) charge BCBSNE a fee as compensation for its services. In that instance, the Claims Analysis Report will reflect the full amount of the recovery as a credit. Any fee associated with the collection of these recoveries will be reflected as a charge on the summary invoice provided to THE GROUP.
- G. This Agreement is effective only as to expenses incurred after the effective date of this Agreement, and prior to its termination, subject to Part IX.

VII.

LITIGATION

Should suit be filed against BCBSNE or THE GROUP, or both, for damages or equitable relief, arising out of a determination of benefits, the parties agree to cooperate fully and assist one another in the defense of such claims. Should BCBSNE be named as a defendant in such a suit, BCBSNE shall maintain primary control of such litigation, including the selection of counsel; however, notice will be provided to THE GROUP. Reimbursement will be made to BCBSNE by THE GROUP for the amount of any benefits determined to be payable pursuant to the Benefit Plan Document, by way of settlement or award pursuant to judgment, and THE GROUP shall be responsible for the fees of any separate counsel retained to represent its interests independently. If Plaintiff's attorney fees or taxable court costs are a part of the settlement or award, the parties agree they will split such fees and costs evenly.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska (without regard to any conflict of laws provisions) to the extent such law shall not have been preempted by ERISA or other applicable federal law. The venue for any actions shall be a court with appropriate jurisdiction in Douglas County, Nebraska.

VIII.

TERM

This Agreement shall become effective on the date indicated herein (the "Effective Date") and shall remain in effect for a period of three years commencing on the Effective Date. It may be extended by written consent of both parties, with such modifications as shall be agreed to by the parties.

This Agreement may be non-renewed, discontinued, or terminated immediately upon written notice by BCBSNE to THE GROUP, if:

1. THE GROUP fails to meet its financial obligations;
2. there is no longer any Subscriber who lives, resides or works in a Service Area where BCBSNE is licensed;
3. THE GROUP has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact in connection with the coverage, or with respect to coverage of individual insureds, or their representatives; or
4. the headquarters of the Employer are no longer located in the State of Nebraska.

This Agreement may be terminated by either party, without cause, but any such termination shall only be effective commencing with the first day of the month at least 60 days following written notice to the other party. BCBSNE will not notify individuals in THE GROUP of THE GROUP's termination, nor will any conversion coverage be provided to such individuals. THE GROUP understands and agrees that BCBSNE may deny any claims that are processed while any amount is past due under this Agreement.

IX.

PROCESSING OF CLAIMS IN THE EVENT OF TERMINATION

In the event of termination of this Agreement, liability for unreported and pending claims as of the date of termination rests with THE GROUP. The following administrative alternatives are available and the selected option is indicated in Attachment 1, section D:

A. THE GROUP will arrange with another claims administrator for processing, handling and payment of such claims as are incurred during the Term of this Agreement, but not submitted for payment until after the termination date. BCBSNE will have no responsibility for such claims except to notify the Covered Person/Provider of the termination date. Covered Person/Provider must resubmit the claims to either the new claims administrator or THE GROUP, as instructed by THE GROUP.

or

B. THE GROUP will arrange with BCBSNE for payment of such claims. Unless the parties agree otherwise, BCBSNE will continue to process claims for services provided during the Term of this Agreement for a period of 12 months after termination of this Agreement. The advance deposit will be returned as set forth on Attachment 2, Section A., 2.

THE GROUP agrees to compensate BCBSNE as provided herein. BCBSNE will send a monthly invoice reporting the amount of claims reimbursement and Administrative Expense for Net Paid Claims during the preceding month. The Administrative Expense applicable to the processing of such claims shall be outlined in Attachment 1, Section D. BCBSNE will have no financial risk or obligation for claims incurred after the current or prior Terms of the Agreement, i.e., there is no limit to the extent of THE GROUP's liability under this paragraph B. as benefits paid pursuant to this Part IX. shall not apply to any Stop Loss coverage. BCBSNE may request THE GROUP to provide a letter of credit guaranteeing payment up to an amount determined by BCBSNE to be the estimated liability for these payments.

The alternative selected is indicated on Attachment 1, D.

The Reserve for Unreported and Pending Claims at the end of the Term of this Agreement is indicated on Attachment 4.

X.

DATA

Data contained in membership files submitted to BCBSNE by THE GROUP are the property of THE GROUP. Once files which are submitted to BCBSNE are entered into BCBSNE proprietary systems, the data produced, extracted or reported from the BCBSNE systems is the property of BCBSNE ("BCBSNE Proprietary Data"). Any requests for disclosures to third parties or uses of BCBSNE Proprietary Data by THE GROUP shall require mutual consent of the parties hereto.

When BCBSNE releases BCBSNE Proprietary Data to THE GROUP for an approved data use, THE GROUP agrees to: (1) limit the use of BCBSNE Proprietary Data strictly for the purpose for which it was disclosed; (2) only use the minimum necessary BCBSNE Proprietary Data to fulfill the purpose for which it was disclosed;

(3) not commingle BCBSNE Proprietary Data with third party information; (4) not convert aggregated BCBSNE Proprietary Data into disaggregated information so as to identify the disclosing party or a licensee of BCBSA; (5) fully protect and preserve the confidential nature of BCBSNE Proprietary Data; (6) not use, distribute or exploit (e.g., resell) BCBSNE Proprietary Data; and (7) immediately notify BCBSNE of any ownership changes. THE GROUP must obtain written consent from BCBSNE prior to sharing BCBSNE Proprietary Data with third parties. BCBSNE may request that the receiving entity execute BCBSNE's non-disclosure agreement. Additionally, when BCBSNE releases BCBSNE Proprietary Data to a third party for an approved data use, BCBSNE will require the receiving entity to execute a non-disclosure agreement that addresses these requirements.

BCBSNE may request a limited audit of THE GROUP solely for the purpose of ensuring compliance with the limitations set forth in this Section X. Such audit shall be undertaken not more than annually.

Subject to the requirements of law, this Agreement, and the Parties' business associate terms, THE GROUP agrees to destroy or return BCBSNE Proprietary Data to BCBSNE upon conclusion of the purposes for which BCBSNE Proprietary Data was disclosed. BCBSNE Proprietary Data that cannot be reasonably returned or destroyed must be maintained by the receiving Party in accordance with the confidentiality terms and conditions of this Agreement.

XI.

NONASSIGNMENT

BCBSNE may not assign its rights or obligations under this Agreement without the written consent of THE GROUP, provided, however, that any reinsurance obtained by BCBSNE shall not constitute an assignment hereunder.

XII.

STOP LOSS PROVISION

- A. THE GROUP will make payments to BCBSNE required under this Agreement regardless of any stop loss insurance coverage that may cover such claims and regardless of the existence of any pending stop loss insurance reimbursement that has not been paid to THE GROUP. BCBSNE is not responsible for compliance with any terms and conditions contained within THE GROUP's stop loss insurance contract. THE GROUP releases and holds BCBSNE harmless for denials of claims submitted to THE GROUP's stop loss insurance carrier.

XIII.

MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent may change this Agreement in any way. No change in this Agreement shall be valid until approved in writing by an officer of each of the parties. Any such change, however, shall be effective at the time, and with respect to the eligible Employees, therein provided.

XIV.

GENERAL PROVISIONS

- A. If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- B. Failure by THE GROUP or BCBSNE to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section XIII.
- C. This Agreement (including Attachments) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties, other than the separate applicable Business Associate Contract and, if applicable, the separate stop loss contract. This Agreement shall be construed, enforced, and governed by the laws of the State of Nebraska.
- D. Notwithstanding any provision contained herein to the contrary, THE GROUP shall have sixty (60) days from the earlier of the date of THE GROUP's receipt of this Agreement or the date of THE GROUP's consultant's receipt of this Agreement, to review, and accept or reject, the terms of this Agreement. In the event that THE GROUP does not execute this Agreement within sixty (60) days of receipt, THE GROUP agrees that the continuation of administration payments, including administrative service fees, will be considered as acceptance of the terms of this Agreement, as determined by BCBSNE.
- E. THE GROUP must provide BCBSNE with all information which BCBSNE may reasonably request with regard to any matters pertaining to the Plan, including, but not limited to, information necessary to comply with state or federal laws or regulations. BCBSNE has the right to request information at any time. THE GROUP agrees to indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to THE GROUP's failure to provide BCBSNE with requested information, THE GROUP's failure to provide accurate information, and/or THE GROUP'S failure to reasonably cooperate with BCBSNE as may be required with regard to any matters pertaining to this Agreement, including compliance with state or federal laws and regulations.
- F. THE GROUP agrees that BCBSNE, along with its affiliates and/or vendors, may call or text any phone numbers THE GROUP or its Covered Persons give to BCBSNE, including a wireless number, using an automatic telephone dialing system and/or a prerecorded message. Without limit, these calls may pertain to plan administration, treatment options, special investigations pertaining to fraud, waste or abuse, health-related benefits and services, enrollment, payment, or billing.

- G. BCBSNE does not engage in the practice of medicine and all Contracting Providers provide Covered Services under the terms of the Plan as independent practitioners of the healing arts. Such providers are not employees or agents of BCBSNE or the On-site plan, and BCBSNE will not be liable for any act, error or neglect of any Hospital, Physician or other provider or their agent, employee, successor or assignee.
- H. BCBSNE's entire liability shall not exceed the amount of benefits provided under the Plan, regardless of the form of the action. In no event shall BCBSNE be liable for consequential, incidental, special or indirect damages regardless of whether it has been advised of the possibility of such damages.
- I. No failure, delay, or default in performance of any obligation of BCBSNE under this Agreement shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of BCBSNE including, by way of illustration and not limitation, Acts of God, war (declared or undeclared), government regulation, acts or inaction of governmental agency, civil or military authority, unforeseen disruptions caused by suppliers, subcontractors, vendors, or carriers, terrorism, disaster, strikes, civil disorder, pandemic or quarantine, curtailment of transportation facilities, fire, floods, blizzards, epidemics and/or any other cause beyond the reasonable control of BCBSNE ("Force Majeure Event"), making it impossible, illegal, or commercially impracticable for BCBSNE to perform its obligations under this Agreement, in whole or in part. Upon the occurrence of a Force Majeure Event, BCBSNE shall take action to minimize the consequences of any Force Majeure Event. If BCBSNE relies on any of the foregoing as an excuse for failure, default or delay in performance, it shall give prompt written notice of the facts that constitute such Force Majeure Event, when it arose, and when it is expected to cease.
- J. All statements, in the absence of fraud, made by THE GROUP or the Covered Person will be deemed representations and not warranties. No such statements will void coverage or reduce the Plan benefits unless contained in the attached Summary Plan Description, or the Subscriber's enrollment information. Neither acceptance of premium nor payment of Claims will constitute a waiver of available defenses.

K. The rights and obligations of the parties as set forth in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein. This section shall not obligate BCBSNE to pay any claims (regardless of the dates incurred), or perform claims administrative functions, after the termination of this Agreement, for any reason whatsoever, unless otherwise agreed upon by the parties.

L. Notice shall be mailed to the following addresses:

Attn: General Counsel
BCBSNE
P.O. Box 3248
Omaha, Nebraska, 68180-0001.

The Subscriber's address is the most recent address appearing on BCBSNE records.

THE GROUP's address is shown on the Summary Plan Description.

**CITY OF FREMONT
(PLAN SPONSOR / THE GROUP)**

By _____
Signature

Title

Address

City State Zip Code

Date: _____

**BLUE CROSS AND BLUE SHIELD OF
NEBRASKA (BCBSNE)**

By _____
Signature

Title

Mailing Address: P.O. Box 3248
Omaha, NE 68180-0001

Date: _____

**ADMINISTRATIVE SERVICES AGREEMENT
SUMMARY**

Group: City of Fremont

Effective Date: October 1, 2022

Group No.: 101425

Summary Plan Description Number and revision date: 98-652 Medical 98-667 Dental

N/A Plan Assets. X General Assets.

A. Administrative Service Fee:

1. N/A% of Net Paid Claims for health coverage.
2. N/A% of Net Paid Claims for dental coverage.
3. \$45.78 per enrolled Subscriber per month under health coverage effective October 1, 2022.
\$45.78 per enrolled Subscriber per month under health coverage effective October 1, 2023.
\$45.78 per enrolled Subscriber per month under health coverage effective October 1, 2024.
4. \$4.00 per enrolled Subscriber per month under dental coverage effective October 1, 2022.
\$4.00 per enrolled Subscriber per month under dental coverage effective October 1, 2023.
\$4.00 per enrolled Subscriber per month under dental coverage effective October 1, 2024.
5. \$0.65 per enrolled Subscriber per month under health coverage for utilization management.
6. \$0.25 per enrolled Subscriber per month under health coverage for telehealth services through American Well.
7. \$3.00 per enrolled Subscriber per month under health coverage for external reinsurer reporting services.
8. \$N/A per enrolled Subscriber per month under health coverage for external pharmacy benefit management (PBM) reporting services.
9. \$N/A for external PBM implementation.
10. \$N/A per enrolled Subscriber per month under health coverage for external subrogation reporting services.
11. \$N/A for external subrogation implementation.

B. Out-of-Area Service Fees

1. BlueCard Fees:

- a. Access Fee: The standard Access Fee will be the percentage listed below of the Discount not to exceed \$2,000 for any claim in another plan area. (Included in Net Paid Claims)
 - (1) 3.79% for period October 1, 2022, through December 31, 2022; and
 - (2) 3.62% for period January 1, 2023, through September 30, 2023.
- b. Administrative Expense Allowance (AEA): The standard AEA Fee is \$5 for physician/professional claims and \$11 for institutional claims incurred in other plan areas with a Contracted Provider.

2. Other Out-of-Area Services Fees:

- a. For both physician/professional and institutional claims incurred in other plan areas with non-contracted providers, the AEA will be \$3.00 per claim.
- b. For international claims, the standard AEA Fee will be \$5.50 for professional claims, \$18.55 for institutional claims, and \$4.35 for Covered Person-submitted claims.

C. Commissions:

- 1. X No commission is payable to an agent of record.
- 2. N/A The commission payable to the agent of record is \$N/A each month.
 - a. This amount is not included in the Administrative Service Fee in A. above and will be billed additionally.
 - b. This amount is included in the Administrative Service Fee in A. above.
- 3. N/A The commission payable to the agent of record is N/A % of the total applicable Specific and Aggregate Stop loss monthly premiums charged to THE GROUP as indicated in Attachment 3, Part III. The commission amount is included in the Stop loss premium and will not be billed separately to THE GROUP.

D. Termination Provisions: In event of termination of this Agreement, the alternative selected by THE GROUP is:

BCBSNE agrees to adjudicate any Run-Out Claims with dates of service prior to the date of termination of this Agreement. The run-out period will be 12 months. THE GROUP agrees to pay an administrative fee equal to the average number of contracts during THE GROUP's last three (3) months of coverage ending on THE GROUP's termination date, multiplied by three (3), and then multiplied by THE GROUP's per subscriber per month health coverage administration charge at the time of termination for this service. THE GROUP will also pay any applicable Administrative Expense Allowance (AEA) or other Out-of-Area Service Fees or Bluecard Fees, as outlined in this Agreement.

BCBSNE will continue to provide standard reporting through the date of termination of this Agreement. Standard reporting includes reports that THE GROUP is receiving monthly and that require no manual intervention on behalf of BCBSNE.

BCBSNE may, at its discretion, provide custom reporting, for an additional fee of \$1,000 per report. The fee will be included on THE GROUP's monthly invoice and will be payable within 15 days of the mailing of the summary invoice by BCBSNE. Custom reporting includes any reports that require manual intervention and/or are set-up to be provided on a recurring or an ad-hoc basis after THE GROUP terminates with BCBSNE.

Further terms and conditions of THE GROUP's run-out services will be set forth in a run-out Addendum to this Agreement.

- E. Stop loss Guarantees:** Stop loss premiums for the Contract Period, if applicable, are addressed in the Stop loss Contract. Stop loss premium guarantees for future contract year(s) have been offered and accepted by THE GROUP, subject to size variance limitations, benefit changes and/or contract changes made by THE GROUP.
 - 1. N/A The Specific Stop loss premium for the period N/A through N/A is guaranteed not to increase more than N/A % for the contract year N/A through N/A.
 - 2. N/A The Aggregate Stop loss premium for the period N/A through N/A is guaranteed not to increase more than N/A % for the contract year N/A through N/A.
- F. Subrogation Recovery Fee:** 25% of all recoveries.
- G. Rx Nebraska Program:** Rx Nebraska Program Fees are set forth in Attachment 5.

City of Fremont
"THE GROUP"

October 1, 2022
Effective Date

SPECIAL FINANCING ARRANGEMENTS

- A. **N/A No Special Financing Arrangement:** There are no special financing arrangements under this Agreement. BCBSNE shall make payments for claims out of its own funds, subject to reimbursement from THE GROUP.

1. THE GROUP shall remit to BCBSNE an advance deposit of \$N/A.
2. THE GROUP shall remit to BCBSNE an additional advance deposit of \$N/A. The current advance deposit held by BCBSNE is \$N/A and the total amount upon receipt of the amount specified above will be \$N/A.

BCBSNE will credit such advance deposit in the name of THE GROUP. Six months following termination of this Agreement, BCBSNE shall return 50% of THE GROUP's advance deposit. As stated at Part IX., BCBSNE will continue to pay claims for a period of 12 months (or a previously agreed-upon runout period). Within 30 days following this period, BCBSNE shall refund the balance of the advance deposit less any deficits from previous billings.

3. X BCBSNE has agreed to waive the advance deposit, if daily or weekly wire transfer is made.

- B. **X Special Financial Arrangements:** Pursuant to the following, BCBSNE has agreed to waive the advance deposit:

1. BCBSNE shall make payments for claims out of its own funds, subject to reimbursement from THE GROUP. BCBSNE shall (N/A daily, X weekly, etc.) notify THE GROUP of the amount of payments which have been made since the last previous notification. THE GROUP shall reimburse BCBSNE within 24 hours of each notification, and be responsible for all service charges made for maintenance and use of any wire transfer arrangement between its bank account and BCBSNE's account.

At the end of each month, a summary report will be provided to THE GROUP, showing individual Net Paid Claims, refunds or other adjustments, correction entries, Stop loss adjustments, the Administrative Service Fee, AEA Fee, Stop loss premiums and Total Net Paid Claims. Any additional amount due will be payable within 15 days of the mailing of the summary invoice by BCBSNE.

2. BCBSNE employees authorized to notify THE GROUP of the amounts required are:

Dave Sederburg
Maria Mayorga
Mark Schadde

Lindsay Dotson
Michelle McKibbon
Will Ozobiani

Suzanne Hansen

3. THE GROUP's employees who are authorized to communicate with BCBSNE's authorized employees are:

Joellen Sheets

Jody Sanders

Jennifer McDuffee

City of Fremont
"THE GROUP"

October 1, 2022
Effective Date

FUNDING RATES

The amount of recommended monthly charges to be collected and retained by THE GROUP shall be determined by THE GROUP. THE GROUP agrees to hold BCBSNE harmless in the event of insufficient funding by THE GROUP.

ATTACHMENT 4

City of Fremont
"THE GROUP"

October 1, 2022
Effective Date

**RESERVE FOR UNREPORTED AND PENDING CLAIMS
AT THE END OF THE TERM OF THIS AGREEMENT**

The current estimate of the potential liability, excluding Administrative Expense, of THE GROUP in the event of termination of this Agreement during, or at the end of the Term of this Agreement shall be determined by THE GROUP. THE GROUP agrees to hold BCBSNE harmless for insufficient reserving by THE GROUP.

ATTACHMENT 5

City of Fremont
"THE GROUP"

October 1, 2022
Effective Date

RX NEBRASKA PROGRAM

BCBSNE will provide pharmacy benefit management services as described herein. To the extent not specifically described in this Attachment 5, the terms of the Administrative Service Agreement shall control the administration of THE GROUP's pharmacy benefits. All references to designee throughout this Attachment 5 shall include any designee of BCBSNE or its pharmacy management vendor.

1. DEFINITIONS

Whenever used in this Attachment, the following definitions apply:

- A. "Average Wholesale Price" (AWP) means the average wholesale price of a prescription drug as set forth by the Pricing Source and in accordance with the NDC-11 price at the time a Claim is processed. The price file will be updated no less frequently than once every three (3) business days through the Pricing Source.
- B. "Brand Drugs" means those pharmaceuticals designated by the Pricing Source as having a multi-source indicator of M, N, or O or as otherwise defined by Pricing Source.
- C. "Claim" or "Claims" means requests for payment submitted by Network Participants or Members for pharmaceutical products or services.
- D. "Claims Adjudication" means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or Member pursuant to such Benefit Plan, the applicable Network Contract and any other applicable factors, including any Copayment/Deductible or Coinsurance payable by a Member, as well as concurrent (on-line at point of service) Drug Utilization Review.
- E. "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the charge for such services, which is to be paid by Members pursuant to the Member's Plan.
- F. "Compound Drug" means a prescription where two or more pharmaceutical products are mixed together, and which, at a minimum, one pharmaceutical product must be a Federal Legend Drug. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring or sodium chloride solutions are added.
- G. "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Members pursuant to the Member's Plan.
- H. "Covered Prescription Drug Services" means the managed pharmacy services/pharmaceutical products available to Members and eligible for reimbursement pursuant to the Member's Benefit Plan.
- I. "Dispensing Fee" means the fee paid to Network Participants for the professional service of filling a prescription and is typically added to the submitted ingredient cost or contracted rate.

- J. "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Member's Benefit Plan.
- K. "Electronic Prescribing" or "E-prescribing" means the process of creating, storing and transmitting prescription information electronically, either by computer or hand-held device.
- L. "Extended Supply Network" or "ESN" means the retail Network Participants who have agreed to provide Members more than a one month's (or as mutually agreed) quantity supply of Covered Prescription Drug Services provided that the Member's Benefit Plan has a mail service benefit and a retail quantity days' supply limit of one month (or as mutually agreed).
- M. "Federal Legend Drug" means a pharmaceutical product, which is required by law to bear on its packaging, "Caution: Federal law prohibits dispensing without a prescription" or "Rx Only".
- N. "Foreign Drug Claims" means Claims submitted through the Paper Claim process for reimbursement of pharmaceutical products purchased outside of the United States.
- O. "Formulary" means a list of various pharmaceutical products which is available to Network Participants, members, physicians or other health care providers for purposes of providing information about the coverage and tier status of Covered Prescription Drug Services.
- P. "Generic Drugs" means all drugs that are not defined as "Brand Drugs."
- Q. "Mail Service" means the services through which Members may receive prescription drugs through the mail from a mail order pharmacy that has entered into an agreement to provide such services.
- R. "Manufacturer" means a company that manufactures and/or distributes pharmaceutical drug products.
- S. "Maximum Allowable Cost" or "MAC" means the highest cost at which a Benefit Plan will reimburse Network Participants or Members for pharmaceutical products present on the MAC list at the time of service.
- T. "Maximum Allowable Cost List(s)" or "MAC List(s)" means a proprietary database listing, owned and maintained by BCBSNE or its designee, of multi-source pharmaceutical drug products and supplies and the corresponding MAC.
- U. "Member" means an individual who is eligible to receive Covered Prescription Drug Services at the time of service.
- V. "Network" or "Pharmacy Network" means the group of pharmacies that have been accepted as Network Participants and have entered into agreements with BCBSNE or its designee to provide Covered Prescription Drug Services to Members.
- W. "Network Contract" means a contract between a Network Participant and BCBSNE or its designee to provide Covered Prescription Drug Services to Members, as may be amended at any time.
- X. "Network Participant" or "Participating Pharmacy" means each individual pharmacy, chain or other dispensing provider that has entered into a Network Contract with BCBSNE or its designee to provide Covered Prescription Drug Services to Members.
- Y. "Open Refill Transfer File" means a data file created by the Plan's previous pharmacy benefit manager containing its members' mail prescriptions, thus enabling a subsequent pharmacy benefit manager, such as BCBSNE or its designee, to continue to fill those open mail prescriptions.
- Z. "Over the Counter Drugs" or "OTC Drugs" are products classified as OTC by Medi-Span as of the fill date based on the NDC-11 dispensed.

- AA. "Paper Claims" means the prescription drug services that are submitted to BCBSNE for adjudication through the use of a paper claim form, generally by a Member subsequent to the point of sale.
- BB. "Plan" or "Benefit Plan" means the processing parameters and other information entitling a Member to receive Covered Prescription Drug Services.
- CC. "Pricing Source" means Medi-Span, or such other national drug database as BCBSNE may solely designate, which establishes and provides updates to BCBSNE no less frequently than once every three (3) days, or as otherwise required by law, regarding the AWP or other alternative pricing benchmark as determined by BCBSNE for Covered Prescription Drug Services. BCBSNE will provide THE GROUP with prior written notice if another Pricing Source is used.
- DD. "Provider Tax" means any tax on a Covered Prescription Drug Service required to be collected or paid by a retail or mail seller for a Covered Prescription Drug Service.
- EE. "Rebate(s)" means retrospective reimbursement of monetary amounts by a Manufacturer under a Manufacturer's discount program with pharmacy management vendor for pharmaceutical products of that Manufacturer dispensed to a Member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer administration fees, which are fees or other compensation received by BCBSNE and/or a pharmacy management vendor from a Manufacturer for services relating to the administration of Rebates under an agreement.
- FF. "Specialty Pharmacy" means a licensed pharmacy designated by BCBSNE, or its designee, to provide Specialty Pharmaceutical Products. The list of Specialty Pharmacies may change at any time without notice.
- GG. "Specialty Pharmaceutical Product(s)" means designated complex injectable and oral drugs, generally covered up to a 30-day supply, which have very specific manufacturing, storage, and dilution requirements. Specialty drugs are drugs including, but not limited to drugs used for: multiple sclerosis; rheumatoid arthritis; hepatitis C; Crohn's disease; anemia; and hemophilia. Specialty drugs may only be available through designated Specialty Pharmacies. BCBSNE reserves the right to change designated Specialty drugs and suppliers at any time without prior notice.
- HH. "Usual and Customary" or "U&C" means the lowest price, including any Dispensing Fee and Vaccine Dispensing Fee a Network Participant would charge a particular customer if such customer were paying cash for the identical prescription drug service on the date dispensed. This includes any applicable discounts including but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to attract customers.
- II. "Vaccine Dispensing Fee" means the fee paid to the Network Participant for the professional service of administering a vaccine and is added to the submitted ingredient cost or contracted rate.

2. GENERAL SERVICES

- A. Claims Processing. BCBSNE will process Claims for Covered Prescription Drug Services electronically submitted by Network Participants and Paper Claims received from a Member according to Plan and eligibility information and will pay eligible Claims and provide to the submitting entity electronic notification of declined or ineligible Claims.

Claims are processed in accordance with the applicable Network Contract using "lesser of" pricing methodology, meaning Claims will be paid at the lesser of (i) the contracted rate (either a discount off of the applicable AWP or the MAC price) plus Dispensing Fee, Vaccine Administration Fee, and any other taxes and fees; (ii) the Network Participant's submitted ingredient cost plus Dispensing Fee, Vaccine Administration Fee, and any other taxes and fees; or (iii) the Network Participant's submitted U&C. The applicable AWP used for retail and Specialty Pharmacy will be based on the package size submitted. The applicable AWP for Mail Service will generally be based on the NDC dispensed.

- B. Formulary Services. Subject to certain limitations, BCBSNE will develop, maintain, and update its Formulary or Formularies. THE GROUP acknowledges and agrees that BCBSNE may, from time to

time, consistent with the Plan, promote the dispensing of pharmaceutical products in a manner consistent with the designated Formulary.

- C. Rebate Management. BCBSNE will obtain Rebates for some Covered Prescription Drug Services from Manufacturers. Such Rebate arrangements are based on volume purchase discounts or other similar arrangements with Manufacturers.
- D. Utilization Management. BCBSNE may provide cost containment programs in the form of utilization management programs on behalf THE GROUP. If provided, such services may be subject to additional fees as described in the Pharmacy Program Fees Exhibit, if applicable.
- E. E-Prescribing. BCBSNE or its designee will support e-Prescribing transaction standards for eligibility, formulary, and medication history to allow prescribers to electronically send Members' prescriptions directly to a Network Participant from the point-of-care.
- F. Special Projects. Special projects, including any additional fees, may be mutually agreed to by the parties and described in this Agreement, an amendment to this Agreement, or in a separate agreement (e.g., a Non-Standard Benefit or Service Agreement).
- G. Audits. THE GROUP, or a mutually agreed upon independent third-party auditor who agrees to the terms of a confidentiality agreement, may conduct an annual audit as it relates to the administration of this agreement. The rights granted to THE GROUP by this section shall be limited to one audit or inspection during any twelve (12) month period, upon at least sixty-five (65) days' written notice to BCBSNE, and shall be subject to the terms and conditions of the audit guidelines between BCBSNE and PBM, as outlined in the attached Audit Exhibit.

The parties agree that THE GROUP shall not hire a third party to conduct a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc.) which may be found by the third party in its audit. Should THE GROUP contract with a third party to perform such contingent fee audit, BCBSNE has no obligation under the terms of this Agreement to cooperate with said third party in the conduct of such contingent fee audit.

- H. Cooperation upon Termination. Should THE GROUP terminate this Agreement, BCBSNE will provide all standard industry PBM transition/data files that will be used by the new PBM to minimize member disruption, including BCBSNE agreed upon claims files, prior authorization files, accumulator files, mail open refill files, both pre and post termination date. THE GROUP will reimburse BCBSNE any fees BCBSNE's pharmacy management vendor charges BCBSNE for providing such electronic files, including the fee for sending the mail outbound refill file. Such fees will be included on THE GROUP's monthly billing and shall be payable within 15 days of mailing by BCBSNE.

3. REBATE MANAGEMENT SERVICES

- A. Negotiating Rebates.

On its own behalf, BCBSNE or its designee have entered into, and may in the future, enter into arrangements with Manufacturers under which a portion of prescription drug charges are rebated. In addition, pharmacy management vendors may receive administrative reimbursement or fees directly from BCBSNE or drug or other companies for administrative services they deliver for BCBSNE and those companies. These amounts are not considered Rebates as described here. Pharmaceutical Rebates may be associated with drug claims processed under the Plan's pharmacy benefit. These Rebates amount vary, and may change during the year, based upon the status of a drug in BCBSNE's prescription drug formulary, drug utilization, benefit coverage, unexpected generic launches, and other factors. The calculation of Rebates is subject to the terms and conditions of the applicable Manufacturer Agreement between the Manufacturer and BCBSNE or its designee. BCBSNE cannot guarantee that Rebates will accrue for any products or Covered Prescription Drug Services utilized by Members.

BCBSNE will credit to Plan's account 100% of the allocated Rebates it receives from its pharmacy management vendor(s). In some cases, BCBSNE's pharmacy management vendor receives Manufacturer administrative fees, which are retained by the vendor unless otherwise noted in the Pharmacy Program Fees Exhibit, if applicable.

The calculation of Rebates is subject to the terms and conditions of the applicable Manufacturer Agreement between the Manufacturer and BCBSNE or its designee and applicable law. BCBSNE cannot guarantee that Rebates will accrue for any products or Covered Prescription Drug Services utilized by Members.

B. Rebate Payment Schedule.

Rebates (net of pharmacy administration fees, if applicable) will be credited to THE GROUP on or before the 10th business day of the month following the month in which the Rebates are received by BCBSNE.

C. Rebates Upon Termination.

In the event this Agreement is terminated for any reason, BCBSNE may withhold from Rebate payments to be paid to THE GROUP after such termination a total amount equal to ten percent (10%) of the estimated amount of monies ("Withheld Amount"), as determined by BCBSNE, that THE GROUP may owe to BCBSNE as a result of overpayments of Rebates by Manufacturers. Upon final allocation of the last complete open quarter but in no event later than twelve (12) months following the date of termination, BCBSNE will pay to THE GROUP the Withheld Amount, less any monies definitively determined as a result of any Manufacturer audits or otherwise to be owed to BCBSNE from THE GROUP due to an overpayment of Rebates ("Overpaid Rebates"). In the event that Overpaid Rebates are greater than the Withheld Amount, a determination that must be made no later than twelve (12) months following the date of termination, an amount equal to the difference between the Overpaid Rebates and the Withheld Amount will be paid by THE GROUP to BCBSNE (or be subject to the set off provisions) within thirty (30) days of BCBSNE's notification of same.

**ATTACHMENT 5
RX NEBRASKA PROGRAM**

**Pharmacy Benefit Program
Audit Guidelines**

The following guidelines will apply to all employer group audits unless the terms and conditions of the Agreement under which Prime performs the services subject to the audit provide other guidance.

1. No more than one (1) audit during any twelve (12) month period.
2. Employer group must provide BCBSNE with a minimum of sixty-five (65) days advance written notice of intent to audit and scope of the audit.
3. A member of BCBSNE Account Management team will be designated as the lead internal contact for coordinating the audit. All coordination efforts between BCBSNE and the auditor will take place through the designated coordinator.
4. Audits will take place during normal business hours.
5. Any third-party auditor must be reasonably acceptable to Prime and BCBSNE.
6. Subject to applicable law, Prime may require that a third-party auditor perform the audit and to enter into a reasonable Confidentiality and Non-Disclosure Agreement (CDA) approved by Prime's Legal Department before any information is exchanged. The CDA will specify that information provided by Prime to the group/auditor is to be used solely for the purpose of conducting the immediate audit and the information may not be used for any other purpose.
7. The audit is limited to claims for employer group during the current year and the preceding year, unless a longer time period is mutually agreed upon by the parties.
8. The parties agree to collaborate in good faith to develop a reasonable approach to the audit that meets the needs of all parties and outlines the procedure for conducting the audit. An onsite audit agenda must be finalized no later than 10 business days prior to the desired onsite date.
9. Audits will adhere to a maximum sample size of 200-300 claims per audit. The description of claims to be audited must be provided to BCBSNE a minimum of fifteen (15) business days prior to the audit. Should initial claim review reveal errors, Prime and employer group will work collaboratively to define additional claims for auditing.
10. Only the information necessary for the auditing party to conduct a fair and valid audit will be disclosed. Any unnecessary information will be redacted before it is provided to the auditing party.
11. If access to the pharmacy network agreements or manufacturer agreements is requested, Prime will provide on-site access so long as Prime is legally or contractually able to do so *and* only the relevant page(s) or exhibits (that is not the entire contract) are provided for the auditor's review.
12. The party conducting the audit will be responsible to bear its own costs and expenses related to the audit and will be responsible for reimbursing BCBSNE and Prime for all reasonable expenses incurred by BCBSNE and/or Prime in compliance with an audit such as, for example, copying, fees, or mail expenses incurred by BCBSNE and/or Prime.
13. The auditor cannot keep or make copies of any documents provided by BCBSNE or Prime to the auditor without Prime's express written consent to do so and, if applicable, as outlined in the executed CDA.

14. The auditor may be provided with screen-shots of the claim adjudication. The auditor will not have access to the live Claims Adjudication System without prior executive approval by Prime.
15. Employer groups and/or their auditors must follow Prime's visitor security policy if they are on-site.
16. Except as may otherwise be required by law, reporting of the audit results will be restricted to employer group's internal use only.
17. Employer groups and/or their auditors will provide BCBSNE and Prime with a draft and final copy of any audit reports.

The following additional guidelines will apply to network and rebate management audits of Prime subcontractors.

1. Employer group must provide network claim samples to BCBSNE at least fifty-five (55) days in advance of the onsite audit. Employer group must provide manufacturer samples to BCBSNE at least forty (40) days in advance of the onsite audit.
2. Employer group must provide a final onsite audit agenda to BCBSNE at least fifteen (20) days in advance of the onsite audit.
3. Audit must be conducted onsite at Prime or Prime's subcontractor, as applicable, by a third-party auditor that (i) has separate, stand-alone audit division; (ii) carries commercially reasonable insurance coverage for professional malpractice; and (iii) executes a mutually acceptable confidentiality agreement with Prime's subcontractor(s).
4. Employer group audits of network contracts or manufacturer contracts maintained by Prime's subcontractor or group purchasing organization will be subject to a pass-through fee of \$15,000 per audit.
5. Employer group may review rebate agreements as reasonably necessary to audit the calculation of rebates or other manufacturer revenue payment received by the employer group. Rebate audits will be based on the reconciliation data provided by Prime, with Prime subcontractors' data input. The reconciliation data will be available 210 days after the end of a quarter.
6. Employer group may review the number of rebate agreements necessary to enable Employer group to audit fifty percent (50%) of the total rebate amounts attributable to the Employer group for two (2) calendar quarters during the twenty-four- (24-) month period immediately preceding the audit.
7. Employer group (or its auditor) may take and retain notes to the extent necessary to document any identified errors, but may not copy (through handwritten notes or otherwise) or retain any manufacturer contracts (in part or in whole) or related documents provided or made available by Prime subcontractors in connection with the audit.
8. Prime will facilitate responses to draft report of any audit findings. Responses will be provided within forty-five (45) days after the draft report is received from Prime.

ATTACHMENT 5
RX NEBRASKA PROGRAM
PHARMACY PROGRAM FEES EXHIBIT

BCBSNE will charge THE GROUP a \$120 per Claim fee for Prescription Drug Claims that are included in the Specialty Copay Solutions Copay Max Program. This fee will be in addition to the standard Administrative Service Fee. BCBSNE will provide THE GROUP with a quarterly billing reflecting the amount due BCBSNE from THE GROUP for the previous quarter (e.q., Quarter 3 claims will be billed at the end of Quarter 4). The billing will be payable within 15 days of its mailing by BCBSNE.

City of Fremont
"THE GROUP"

October 1, 2022
Effective Date

A. Audit Agreement

Prior to commencement of any audit, THE GROUP and its audit vendor, if any, shall execute a Non-Disclosure and Audit Agreement with BCBSNE's external audit services department. BCBSNE shall in no event be required to disclose any information in violation of applicable law.

B. Access to Provider Contracts

With regard to its contracts with hospitals or other providers that are not otherwise publicly available, BCBSNE reserves the right to not provide access to the contracts or to provide access only in a manner that BCBSNE deems would protect the confidential and proprietary information contained therein. This reservation of right pertains not only to the actual contracts but also to any data, reports or other information generated, and from which the terms of the contracts could be determined.

C. Procedure

In any audit under the Agreement, THE GROUP shall give BCBSNE notice in writing of its desire to conduct an audit at least sixty-five (65) days in advance. Audits are limited to the most recently completed contract year and must be completed no later than eleven (11) months after the end of that contract year. THE GROUP shall not request more than one (1) paid claims and one (1) financial audit per contract year. THE GROUP understands and agrees that: (a) due to provider contract limitations, BCBSNE will be limited in its ability to make any needed adjustments to paid claims that were incurred beyond the applicable provider lookback period; and (b) BCBSNE's ability to obtain BlueCard® paid claims from Host Blues for audit is limited, as the provision of such paid claims is subject to the approval/discretion of the Host Blue responsible for paying a given paid claim. Unless otherwise agreed, audits shall be conducted during normal working business hours at the offices of BCBSNE. Audits shall be conducted by an auditor that is mutually acceptable to both BCBSNE and THE GROUP. Such acceptance shall not to be unreasonably withheld. THE GROUP and BCBSNE shall mutually agree on the scope and terms of the audit prior to its initiation. BCBSNE shall provide appropriate records and documents for THE GROUP to evaluate the administration of the Plan benefits pursuant to this Agreement. Audits shall not be conducted for the same scope and time frame or portion of time of a previously conducted audit unless THE GROUP is required by a governmental agency to audit a certain period.

D. Types of Audits

1. Paid Claims Audit.

- a. Subject to the requirements of this Attachment, applicable laws and regulations, and BCBSNE's corporate policies, THE GROUP shall have the right to conduct an audit of paid claims for Plan benefits that were processed and paid under the terms of this Agreement. The audit shall be coordinated with BCBSNE's external audit services department and will be limited to reviews of paid claim records, membership data, benefit file summaries and other documents considered relevant and applicable by BCBSNE. Audit sampling methodology shall be mutually agreed to by the parties and must be based on the universe of paid claims under review. A preliminary draft of the audit report shall be submitted to BCBSNE prior to issuance of the final report. BCBSNE shall be provided with the opportunity to respond to the draft audit report within a reasonable period of time prior to its finalization.

- b. Provided THE GROUP has one thousand (1,000) or more enrolled contract holders at the beginning of the contract year, THE GROUP may audit two hundred (200) paid claims at no cost to THE GROUP. To the extent THE GROUP has less than one thousand (1,000) enrolled contract holders at the beginning of the contract year, THE GROUP may audit up to one hundred (100) paid claims at no cost to THE GROUP. If THE GROUP elects to audit additional paid claims, THE GROUP shall reimburse BCBSNE for each additional paid claim at a rate of fifty dollars (\$50) per paid claim.
 - c. BCBSNE shall make no adjustment or refund on the basis of statistical projections or extrapolations of actual errors. In addition, BCBSNE shall make no adjustment or refund based on industry standard claim processing guidelines or other edits that are not incorporated into BCBSNE's policies and procedures, benefits contracts, or claim processing guidelines. To that end, BCBSNE reimbursement of any overpayments found during the course of an audit will be made on an individual case basis in accordance with the Overpayment section of the Agreement. Processing of adjustments will be subject to the limitations of this Section.
2. **Financial Audits.** For purposes of this section, financial audits are audits performed by a public accounting firm to certify THE GROUP's financial statements. Subject to the requirements of this Section, applicable laws and regulations, and BCBSNE's policies, financial audits shall be limited to an examination of BCBSNE's records of provider charges, reimbursements and amounts invoiced to the Plan under this Agreement. If any financial audit requires more than fifty (50) hours of BCBSNE's time, THE GROUP shall reimburse BCBSNE for personnel time in excess of such hours at the rate of fifty dollars (\$50) per hour. THE GROUP shall reimburse BCBSNE for the actual cost of any specialized reporting requested of BCBSNE as part of the audit.

City of Fremont
"THE GROUP"

October 1, 2022
Effective Date

VIRTA DIABETES MANAGEMENT PERFORMANCE GUARANTEES

For any Performance Guarantee to be in effect during any Measurement Period there must be at least 50 Attributed Patients enrolled in a Service for each BCBSNE aggregate pool (e.g., self-funded employers participating in the Virta program). For the purpose of clarity, this means that there must be at least 50 Attributed Patients enrolled in the Virta Service for the corresponding Performance Guarantee to be calculated. Non-Attributed Patients will be included in the next Measurement Period.

Performance Guarantee Reconciliations will be conducted for BCBSNE's self-funded line of business and the associated Attributed Patients as an aggregate pool.

As applicable, Virta's performance targets from baseline are as follows: A1c reduction of 1.0, weight reduction of 5%, and Diabetes-specific Rx reduction of 40%.

Performance Guarantee Models

The specific Performances for the Virta Services may be based on one of the following measurement combinations:

- If pharmacy benefit administration is with Prime Therapeutics, all three measurement components (HbA1c Reduction, Weight Loss and DM Rx Cost Reduction) with a maximum refund risk of 33.33% each will apply; or
- If pharmacy benefit administration is placed with an external vendor other than Prime Therapeutics, two components (HbA1c Reduction and Weight Loss) with a maximum refund risk of 50% each will apply.

Attributed Patients from all group sizes in BCBSNE's self-funded line of business will be included in the aggregate pool Performance Guarantee Reconciliation.

DEFINITIONS

"Attributed Patient" shall mean a Patient enrolled in the Services for at least 180 continuous days during the applicable Measurement Period, with at least one recorded baseline HbA1c greater than or equal to 6.5 (for the purposes of Diabetes Reversal Performance Guarantee), or baseline BMI greater than or equal to 30 (for purposes of Diabetes Reversal, Prediabetes Reversal, or Obesity Treatment Performance Guarantee).

"Baseline HbA1c" is a Patient's Valid HbA1c that is recorded prior to Virta accepting them from treatment into the Services.

If no Baseline HbA1c is available for a Patient such Patient will not be included in any performance guarantee calculations.

“Covered Persons” means the total membership (subscribers plus dependents) enrolled in THE GROUP's health benefit plan.

“Baseline Monthly Rx Claims Cost” is calculated by taking the average monthly Diabetes Specific Pharmacy Costs for all Attributed Patients over the twelve-month period prior to each Attributed Patient's Start Date, when claims data is provided.

“Baseline Weight” is the average of Patient's first three weight measurements recorded by Virta after their Enrollment Date.

“Diabetes Specific Pharmacy Cost” means the sum of the claims amount paid by Plan for Attributed Patients for Outpatient DM Prescription Drugs.

“Measurement Period” is defined as the 12-month period following the first Patient's Start Date and each subsequent 12 month period thereafter.

“Measurement Period Monthly Rx Claims Cost” is the sum of the Attributed Patients' Monthly Diabetes Specific Pharmacy Costs during the Measurement Period

“Performance Guarantees” or **“PGs”** are the clinical and financial targets as identified by Virta in its Statement of Work (SOW) provided to BCBSNE.

“Reconciliation” is the process after each Measurement Period of determining if any Refund is due based on achievement or lack thereof of the Performance Guarantees.

“Reconciliation Period” is the period following the end of a Measurement Period in which the Reconciliation is completed. For calculation of the DM Rx Cost Reduction Performance Guarantee, claims are required that were incurred during the Measurement Period and paid anytime up to and including 90 days after the end of the Measurement Period. The Reconciliation Period begins on the day Virta gets all the claims data necessary to calculate the Performance Guarantees. Within 60 days after the beginning of the Reconciliation Period, Virta will deliver an analysis of the Performance Guarantees to Customer. The Customer then has 60 days to accept the results and/or perform an audit of the results. Any Refund owed to Customer by Virta will be paid within 90 days of the end of the Reconciliation Period.

“Refund” is any amount of money that Virta must return to Customer based on lack of achievement of the Performance Guarantees during any Measurement Period.

“Treatment A1c” is a Patient's Valid A1c measurement that is recorded during the period between 30 days prior to the end of the Measurement Period and 60 days after the Measurement Period.

If Treatment A1c is not available for a Patient, such Patient will not be included in any performance guarantee calculations.

“Treatment Weight” is a Patient's weight that is recorded during the period between 30 days prior to the end of the Measurement Period and 60 days after the Measurement Period.

“Trend Adjustment Factor” is the annual cost increase for Diabetes Management Drugs as reported by the American Diabetes Association (ADA) on a per Patient basis. This factor adjusts for observed patterns in cost increases for a typical diabetic population driven by increased ingredient costs, increased prescribing of higher cost novel drugs, and increased in overall utilization.

“Valid A1c” is an A1c measurement that is recorded by (i) a qualified healthcare provider (lab and/or other healthcare professional), (ii) through an FDA approved handheld HbA1c meter; or (iii) a Patient-reported blood glucose reading(s) taken from a from an FDA-approved meter, and using Virta’s correlation/prediction algorithms where an A1c cannot be obtained from (i) or (ii) above.

“Virta Error Correction” - Incrementally to the above stated definitions and formulas, if any data is unclear, missing or unable to be collected, Virta may use best efforts to resolve the calculations or analysis with alignment to the overall intentions of this Performance Guarantee.

RESOLUTION NO. 2022-239

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the Administrative Services Agreement with Blue Cross Blue Shield of Nebraska for medical and dental insurance for the 2022-2023 plan year.

WHEREAS, The City of Fremont has signed a multiyear contract with Blue Cross Blue Shield of Nebraska for administration of the organization's employee medical and dental insurance plans; and,

WHEREAS, Blue Cross Blue Shield requires a new Administrative Services Agreement or amendment to be signed each new plan year.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont authorize the Mayor to sign Administrative Services Agreement with Blue Cross Blue Shield of Nebraska for medical and dental insurance for the 2022-2023 plan year.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: December 27, 2022
SUBJECT: InterviewNow Service Agreement

Recommendation: Resolution 2022-240 to authorize the mayor to sign the MSA agreement with InterviewNow for recruiting software services.

BACKGROUND: The City regularly hires law enforcement and firefighting personnel through the civil service process. This is a lengthy process that requires a significant amount of tracking by City personnel. Throughout the past several years, City staff have also identified challenges reaching and recruiting candidates for these positions and a high drop-off rate of candidates that do not complete the hiring process.

The City's HR staff and some of the command staff have had opportunities to review the InterviewNow software and believe that it will assist the organization in reaching and communicating with potential and future candidates. The software will provide the ability for interested individuals to scan a QR code or text a keyword to a phone number that will direct them on how to apply, provide answers to commonly asked questions, provide basic screening questions, and/or connect them directly to HR personnel who can help them with the application process. It will provide the HR team the ability to text directly with candidates either individually or in groups and provides an electronic method for tracking candidates and communicating with them throughout the hiring process.

Given the difficulty finding qualified candidates for these positions, and the high drop-off rate throughout the hiring process, staff believe that InterviewNow would be an effective recruiting tool.

FISCAL IMPACT: \$5,750, which is available in the current approved budget.

Interview Now Inc.

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT (THE “**MSA**”) GOVERNS LICENSEE’S USE OF INTERVIEW NOW INC.’S SOFTWARE AND SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, (3) BY SIGNING THIS AGREEMENT, BY (4) USING SERVICES, OR BY (5) USING FREE TRIAL SERVICES, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. THE MSA CONSTITUTES THE “**AGREEMENT**.” THIS AGREEMENT IS EXECUTED BETWEEN Interview Now Inc. (“**INTERVIEW NOW**”) AND THE ENTITY PLACING AN ORDER FOR SOFTWARE AND SERVICES (“**LICENSEE**”) (COLLECTIVELY, THE “**PARTIES**”). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND THE ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “LICENSEE” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE AND SERVICES.

1. SCOPE OF AGREEMENT

This MSA governs Interview Now’s provision of Interview Now Services, as defined herein detailing the Interview Now Services purchased.

2. DEFINITIONS

“**Affiliate**” means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement. For the avoidance of doubt, any software subscription Fees due under this Agreement are based on Licensee’s business locations and services purchased.

“**Interview Now Account**” means Licensee’s password-restricted account by which it may access and use the Software.

“**Interview Now Services**” means the Software provisioned to Licensee pursuant to the Agreement.

“**Internal Use**” means use of the Interview Now Services for Licensee’s and/or Licensee’s Affiliates’ general business use, solely for the benefit of Licensee and/or Licensee Affiliates.

“Licensee Data” means any material that is entered into the Interview Now Account by Licensee, Licensee’s employees or contractors, or any third parties acting on behalf of or at the direction of Licensee (including, for the avoidance of doubt, Licensee’s job candidates).

“Quote” software or deliverables as well as the quantity, unit price, and total price. All Quotes and Purchase Orders shall be governed by this MSA and no other terms or conditions shall apply.

“Purchase Order” means Licensee’s Purchase Order which shall be issued by Licensee signifying Licensee’s order of the Interview Now Services contained in an Interview Now Quote or itemized in the Purchase Order. The MSA shall govern the terms and conditions of the issued Purchase Order and no other terms or conditions shall apply.

“Professional Services” means services provided by Interview Now other than the Software to enable or optimize Licensee’s use of the Software, which may include without limitation data migration, implementation, ongoing support, custom development, and individualized training.

“Personal Data” means information that identifies a person, such as a name or online identifier, that is uploaded into the Software by Licensee or by third parties acting on Licensee’s behalf, including job candidates.

“Software” means Interview Now’s proprietary mobile recruiting and interviewing SaaS products, which shall be accessed by Licensee via the internet and will include any updates made generally available at no additional charge to similarly situated Interview Now customers.

3. PROPRIETARY RIGHTS

(a) **License to Software.** Subject to the terms and conditions of the Agreement, Interview Now grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide license to access and use the licensed Software, as provided by Interview Now, for Internal Use during the Term in the manner contemplated by the Parties and this MSA.

(b) **Restrictions on Use of Software.** Licensee will comply with all applicable laws, rules and regulations in connection with Licensee’s use of the Software. Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software; (iii) lend, lease, offer for sale, sell or otherwise use the Software for the benefit of third parties; (iv) circumvent or attempt to circumvent any technological protective measures put in place to prevent or restrict access to the Software, including without limitation other accounts, computer systems or networks connected to the Software; or (v) use or view the Software for the purposes of developing, directly or indirectly, a product or service competitive to the Software.

(c) **Interview Now Ownership of Interview Now Services.** Except for the rights granted in Section 3(a) above, Interview Now retains all right, title and interest, including all intellectual property rights, in and to the Interview Now Services. Licensee acknowledges that the Interview Now Services

include Interview Now's valuable trade secrets and improper use or disclosure may cause Interview Now irreparable harm. Accordingly, Licensee agrees to use the Interview Now Services solely as authorized in this Agreement. Licensee further acknowledges that the license granted pursuant to this Agreement is not a sale and does not transfer to Licensee title or ownership of the Software or a copy of the Software, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO INTERVIEW NOW.

(d) **Licensee Data.** Subject to the terms and conditions of this Agreement, Licensee grants to Interview Now a limited, non-transferable (except pursuant to Section 11(a) below), worldwide license to use the Licensee Data for the purpose of providing the Interview Now Services; specifically, to store, process, display, use and generally make the Licensee Data available through the Internet and the Interview Now Account in order to provide the Interview Now Services in accordance with this Agreement. Licensee acknowledges that Licensee Data will be stored and processed in the United States. Licensee represents and warrants that: (i) it either owns the Licensee Data or is otherwise permitted to grant the license set forth in this Section 3(d); (ii) the posting and use of Licensee Data on or through the Software does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Licensee Data on the Software does not result in a breach of contract between Licensee and any third party.

(e) **Aggregated Anonymous Data.** Licensee agrees that Interview Now may calculate aggregate, anonymized statistics about its customers' use of the Software that are non-personally identifiable with respect to Licensee and/or any individual and use those statistics (but not the underlying data) for purposes of Interview Now's own sales, marketing, business development, product enhancement, or customer service initiatives. Notwithstanding the foregoing, Interview Now shall ensure that the statistics will not constitute Personal Data and will not include any Personal Data.

(f) **Provision of Purchased Services.** Interview Now will (i) make the Interview Now Services available to Licensee pursuant to this Agreement, and the applicable Order Forms and and Purchase Order, (ii) provide applicable Interview Now standard support for the Interview Now Services to Licensee at no additional charge, and/or upgraded support if purchased, (iii) use commercially reasonable efforts to make the online Interview Now Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Interview Now shall give advance electronic notice), and (b) any unavailability caused by circumstances beyond Interview Now's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Interview Now employees), Internet service provider failure or delay, Non-Interview Now Application, or denial of service attack, and (x) provide the Interview Now Services in accordance with laws and government regulations applicable to Interview Now's provision of its Interview Now Services to its Licensees generally (i.e., without regard for Licensee's particular use of the Services), and subject to Licensee's use of the Interview Now Services in accordance with this Agreement, the Documentation and the applicable Order Form.

4. USE OF THE INTERVIEW NOW SERVICES

a) **Interview Now's Responsibilities.** Interview Now will provide the Interview Now Services only in accordance with applicable laws and government regulations. Interview Now will perform any Professional Services provisioned under the Agreement in a professional and workmanlike manner consistent with industry standards. Interview Now will maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Licensee Data.

(b) **Licensee Responsibilities.** Licensee will (i) be responsible for its and its Affiliates and personnel's compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify Interview Now immediately of any such unauthorized access and/or use of which Licensee becomes aware, and (iii) use the Software only in accordance with this Agreement and all applicable laws and government regulations. Licensee will not (t) make the Software available to any third party (except for any third parties acting on behalf of Licensee or at Licensee's request, such as recruiting agencies), (u) sell, resell, rent or lease the Software, (v) knowingly use the Software to store or transmit material that infringes the intellectual property rights or other proprietary rights of any third party or violates third-party privacy rights, (x) knowingly use the Software to transmit malicious code, (y) attempt to gain unauthorized access on the Software or its related systems or networks, or (z) interfere with or disrupt the integrity or performance of the Software or any third-party data contained therein.

5. FEES AND PAYMENT

(a) **Fees.** Licensee will pay Interview Now all fees set forth on any applicable Quotes (collectively, the "**Fees**") within thirty (30) days of Licensee's receipt of an invoice, unless otherwise set forth in such Quote. Licensee's payment obligations are non-cancelable and non-refundable, except in the event of Licensee's termination under Sections 7(c), and 7(d), and all Fees are due in advance and are based on the Interview Now Services purchased and not actual usage.

(b) **Payment Terms.** For all Fees, Licensee will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Licensee is solely responsible for providing Interview Now accurate and complete billing and contact information and for notifying Interview Now of any changes to such information.

(c) **Overdue Charges.** Interview Now reserves the right to charge Licensee interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, on any Fees not received within fifteen (15) days of the date such payment was due. Additionally, in the event any Fees are more than thirty (30) days overdue, Interview Now may suspend its performance of the Interview Now Services, and require full payment before Interview Now resumes performance.

(d) **Taxes.** Licensee will be responsible for payment of all sales, use, property, value-added, withholding, or other federal, state or local taxes except for taxes based solely on Interview Now's net income. If Interview Now is required to pay any such taxes based on the licenses granted in this

Agreement or on Licensee's use of the Services, then such taxes will be billed to and paid by Licensee. For the avoidance of doubt, all Fees listed herein are exclusive of Sales Tax.

6. CONFIDENTIAL INFORMATION

(a) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limitation, Licensee's Confidential Information will include Licensee Data; Interview Now's Confidential Information will include the Services; and Confidential Information of each Party will include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

(b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and its legal counsel and accountants without the other Party's prior written consent.

(c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. TERM AND TERMINATION

(a) **Term of Agreement.** This Agreement takes effect on the date of the last signature of the signatories to the MSA, or if no signature of MSA on the start of service or on the start of the free trial or on signature of order form. This Agreement will remain in effect until all Purchase Orders have expired or been terminated in accordance with the terms of the Agreement (the "**Term**").

(b) **Term of Subscriptions.** The initial term of each subscription to Interview Now Services will be described in the applicable Quote (the “**Initial Term**”). Except as otherwise described in a Quote, subscriptions for each Interview Now Service Licensee will have option to renew this Agreement for additional one-year terms of twelve (12) months (each, a “**Renewal Term**”) each upon receipt and acceptance of a renewal quote.

(c) **Termination for Default.** If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then the other Party may terminate the Agreement, provided that the terminating Party gives the breaching or defaulting Party written notice of termination specifying the underlying breach or default within thirty (30) days of discovery of such breach or default, and such breach or default remains uncured thirty (30) days after the breaching or defaulting Party receives the notice.

(d) **Termination for Convenience.** Licensee shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days’ written notice of termination. The effective date of the termination, in this case, will be the last day of the Agreement year for which Licensee has paid.

(f) **Effect of Termination.** Upon expiration or termination of the Agreement for any reason, the rights, licenses and access to the Interview Now Services granted to Licensee under the Agreement will immediately terminate. If the Agreement expires, or if Interview Now terminates this Agreement pursuant to Section 7(c), any unpaid Fees will become immediately due and payable to Interview Now. If Licensee terminates the Agreement pursuant to Section 7(c), Interview Now will provide Licensee with a pro-rated refund of any prepaid, unused Fees covering the period from the date of termination through the end of the Term. In no event will expiration or termination of the Agreement relieve Licensee of any obligation to pay Fees applicable to the period prior to the date of termination.

(g) **Data.** Upon expiration or termination of this Agreement for any reason and provided that Licensee has paid all unpaid and due fees to Interview Now Interview Now shall provide an export file of all Licensee Data stored in the Interview Now Account (in a reasonably usable digital format) to Licensee, if Licensee requests this within thirty (30) business days of such expiration or termination

(h) **Survival.** All terms and provisions of the Agreement, including any exhibits, which by their nature are intended to survive any termination or expiration of this Agreement, will so survive.

8. REPRESENTATIONS AND REPRESENTATIVES

Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter the Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (c) this MSA will constitute the legal, valid and binding

obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will abide by all applicable federal, state and local laws and regulations with respect to online activities, use of end user data and the products and services offered by each Party in connection with the Agreement.

9. WARRANTY DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND INTERVIEW NOW MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. INTERVIEW NOW SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. INTERVIEW NOW DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS.

10. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO INTERVIEW NOW'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR INTERVIEW NOW'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL INTERVIEW NOW'S LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE FEES RECEIVED FROM OR PAYABLE BY LICENSEE TO INTERVIEW NOW PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. INTERVIEW NOW'S LIABILITY FOR ANY CONFIDENTIALITY OBLIGATIONS, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, SHALL NOT EXCEED THE INSURANCE POLICY LIMITS AS REQUIRED BY LICENSEE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY DOES NOT LIMIT INTERVIEW NOW'S LIABILITY FOR DAMAGES ARISING FROM DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT BY INTERVIEW NOW, OR ITS DIRECTORS, OFFICERS EMPLOYEES, OR AGENTS PERFORMING SERVICES WHILE ON LICENSEE'S SITE. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

THIS PROVISION, SECTION 10, LIMITATION OF LIABILITY, SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. INDEMNIFICATION

(a) Interview Now will indemnify, defend and hold Licensee harmless from any third-party claim, action, suit or proceeding made or brought against Licensee alleging that Licensee's use of the Software in accordance with the Agreement infringes such third party's intellectual property rights (an "**Infringement Claim**"). In the event of an Infringement Claim, Interview Now may, at its sole option and expense: (i) procure for Licensee the right to continue use of the Software or the infringing part thereof; or (ii) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, (iii) if neither of the foregoing is commercially practicable, terminate the Agreement and repay to Licensee a pro-rata portion, if any, of any prepaid but unused Fees. Interview Now will have no liability for an Infringement Claim if the actual or alleged infringement results from (w) Licensee's breach of the Agreement, (x) Licensee's modification, alteration or addition made to the Software or any use thereof, including any combination of the Software with other materials not provided or authorized by Interview Now, (y) Licensee's failure to use any corrections or modifications made available by Interview Now that would not result in any material loss of functionality, or (z) use of the Software in a manner or in connection with a product or data not contemplated by this Agreement. Interview Now also disclaims any liability for settlements entered into by Licensee or costs incurred by Licensee in relation to an Infringement Claim that are not pre-approved by Interview Now in writing.

(b) Licensee will indemnify, defend and hold Interview Now harmless from (i) any third-party claim, action, suit or proceeding arising out of or resulting from Interview Now's use of any Licensee Data, as it was provided to Interview Now, in accordance with this Agreement; and (ii) any fines or penalties that may arise as a result of Licensee's breach of the export restrictions set forth in Section 12(c).

(c) Each Party's indemnity obligations are subject to the following: (i) the indemnified Party will promptly notify the indemnifying Party in writing of the applicable claim; (ii) the indemnifying Party will have sole control of the defense and all related settlement negotiations with respect to the claim (provided that the indemnifying Party may not settle or defend any claim unless it unconditionally releases the indemnified Party of all liability); and (iii) the indemnified Party will reasonably cooperate to the extent necessary for the defense of such claim.

(d) This provision, Section 11, Indemnification, shall survive the termination of this Agreement.

12. MISCELLANEOUS

(a) **Assignment.** Neither Party may assign the Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign the Agreement to a parent, affiliate, subsidiary, or successor to its business, if any, resulting from a merger, acquisition, or other change in control. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon

the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 12(a) will be null and void.

(b) **U.S. Government Rights.** To the extent applicable, Interview Now provides the Interview Now Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Interview Now to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

(c) **Export Regulations.** Licensee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. Specifically, Licensee covenants that it will not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Interview Now under the Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

(d) **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

(e) **Governing Law and Jurisdiction.** The Agreement is governed by and construed under the laws of the State of Nebraska without reference to conflict of laws principles. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Omaha, Nebraska and the Parties agree and submit to the exclusive jurisdiction and venue of these courts.

(f) **Modification and Waiver.** No waiver or modification of the Agreement will be valid unless made in writing and signed by both parties. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof.

(g) **Entire Agreement.** This Agreement constitutes the sole and entire understanding of the Parties and supersedes any previous or contemporaneous communications, whether oral or written; and may be amended only by writing and signed by both Parties. Unless explicitly provided for, Licensee agrees that its obligations under the Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Interview Now regarding future functionality or features.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(i) **Entire Agreement.** Unless otherwise prohibited by law or Licensee's policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by Licensee.

INTERVIEW NOW INC.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2022-240

A Resolution of the City Council of the City of Fremont, Nebraska, awarding the Contract for Civil Service online recruiting software to InterviewNow in the amount of \$5,750.

WHEREAS, The City of Fremont regularly hires law enforcement and firefighting staff through the civil service hiring process; and,

WHEREAS, The City of Fremont wishes to utilize the services of InterviewNow's software to communicate with potential and future candidates and manage the civil service hiring process; and

WHEREAS, The City has been unable to locate other providers offering comparable services; and

WHEREAS, The expenditure is within current budget.

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NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont award the Contract for online recruiting software to InterviewNow in the amount of \$5,000 plus \$750 in set up fees, and authorize the Mayor to sign the agreement.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

COUNCILMEMBER REPORT

TO: Honorable Mayor and City Council

FROM: Councilmember Ganem, Ward 4

DATE: December 27, 2022

SUBJECT: Report from Northeast Nebraska Economic Development District

Recommendation: Move to receive Report

Background: Fremont is a member of the Northeast Nebraska Economic Development District or NNEDD. I am the City Council's representative on the board. While minutes are sent to Council members, I wanted council members and the public to be aware of the benefits we receive from this group. While NNEDD includes Northeast Nebraska, I have included the report from Kirk Brown. Fremont is just part of his assignment.

Fiscal Impact: None related to this report.

To: NENEDD Board of Directors

From: Kirk Brown, Community Planner

RE: Activity Report October, November, December 2022

Meetings and Conference Calls

Attended Fremont/Dodge County Long Term Recovery Group/COAD quarterly meeting

Attended Cuming County/Wisner IEDC research small groups

Attended Schuyler Development Corporation Annual Meeting

Attended 4 Days of CDBG Certified Administrator Training in Lincoln

Attended Meeting with Meghan Buresh regarding SAM registrations

Attended Meeting with DED to discuss Winslow Income Survey

Attended DED Economic Recovery Town Hall Meeting in Fremont

Attended two-day NROC All Staff Retreat in Holdrege

Attended NENEDD Board Meeting

Webinars: Rural Workforce Housing, 2019 AAP Substantial Amendment, NAHTF QAP Focus Group, SHPO RNHP grant opportunity, SAM's for communities, NROC

Community Projects

- **Craig**
 - Completed general grant administration duties for Planning Grant
 - Began work on new CDBG Public Works grant
- **Decatur**
 - Completed general grant administration duties for reuse funds
- **Dodge County**
 - Completed general grant administration duties for EM grants
- **Fremont**
 - Meetings with Angie Olson, City of Fremont to discuss current and future grants
 - Attended Meeting with DED for NAHTF Contract Review
 - Meeting with Game & Parks for Fremont FEVR Trails site visit
 - Completed general grant administration duties for EM grant
 - Completed general grant administration duties for three EMCV grants
 - Submitted Pre-Applications for additional funding for two existing LifeHouse Covid Grants
 - Submitted Pre-Application for new LifeHouse Covid grant
 - Attended Fremont City Council Meeting
 - Attended Zoom Meeting with Angie and LifeHouse regarding new Covid grant
 - Attended Game & Parks virtual presentation for Fremont FEVR Rail to Trail grant
 - Attended Meeting with Angie and FurEver Homes
 - Site visits to conduct wage interviews for Davis-Bacon
- **Lyons**
 - Completed general grant administration duties for WW Grant

- **Madison**
 - Completed general grant administration duties for EMCV grants and CCCFF grant
 - Attended Bid Opening for Senior Center Grant
 - Submitted Pre-Application for additional funding for existing Covid grant
- **Newman Grove**
 - Wrote and submitted Game and Parks Trails grant for City Park Trail
 - Attended Game & Parks virtual presentation for Newman Grove trail grant
- **Schuyler**
 - Attended Schuyler Housing Development Committee monthly meetings
 - Attended Schuyler Downtown Revitalization and Commercial Development Committee monthly meetings
 - Completed general grant administration duties for EMCV grant
 - Attended Meeting with Schuyler Senior Center regarding new Covid grant
 - Attended Meeting with Schuyler Food Pantry to discuss current Covid grant
 - Submitted Pre-Application for Senior Center Covid grant
 - Attended Zoom Meeting for Schuyler 12th & B CDBG Public Works grant
 - Attended Meetings with City Administrator Will De Roos and Economic Development Director Cheryl Brandenburgh
- **Scribner**
 - Completed general grant administration duties for repurposed funds
- **Winslow**
 - Continued Work on Income Survey
 - Zoom Meeting with Susan Nickerson, DED, regarding Income Surveys
 - Zoom Meeting regarding CDBG DR money

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Communications Director
DATE: December 27, 2022
SUBJECT: Shortel maintenance agreement

Recommendation: Resolution 2022-241 to accept CenturyLink support agreement for the Shortel administrative telephone equipment/server

Background: As part of the 911 telephone system, a separate Shortel administrative phone system is integrated in to the 911 server. This provides administrative telephone service and allows the PSAP to manage administrative calls for the police and sheriff departments. This support quote is to extend the current agreement for 3 years.

The current support contract expired in November 2022. CenturyLink failed to send the renewal paperwork in a timely manner and will backdate this coverage upon signing.

The Standard Support agreement includes next business day parts and access for CenturyLink techs to ShoreTel technical assistance to support our repair efforts. FOTS (Feet on the Street) support for CenturyLink tech is at no additional charge, Monday through Friday between 8 and 5, for all break/fix situations except broken phone sets. Service outside this time frame is billable hours. Shortel does not offer 24/7/365 support agreements.

Single source vendor; all CenturyLink equipment must be supported by CenturyLink.

Agreement conditions have been reviewed by the legal department.

Fiscal Impact: CenturyLink for \$3,024.01 per year for 3 years (\$9,072.03 total)

This agreement is part of the combined city/county PSAP. It is a budgeted expense. This will be split 50/50 with Dodge County, in accordance with the Interlocal agreement.

CPE MAINTENANCE QUOTATION

CUSTOMER : FREMONT DODGE COUNTY COMMUNICATIONS
BILL TO NAME : E911 DODGE COUNTY EMERGENCY
BILL TO ADDRESS: 725 N PARK AVE, FREMONT, NE, 68025-5019
QUOTATION NUMBER : QIA70927-ST_3
CREATE DATE : 23-NOV-2022
QUOTATION VALID THROUGH : 30-DEC-2022
CONTRACT SERVICE START DATE : 14-NOV-2022
CONTRACT SERVICE END DATE : 13-NOV-2025
NET AMOUNT OF CONTRACT : \$9,072.03
CURRENCY VALUE EXPRESSED IN : USD

LUMEN®

INSTALL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SERIAL NUMBER	SUPPORT	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT
E911 DODGE COUNTY EMERGENCY, 725 N PARK AVE, FREMONT, NE, 68025-5019	94131	SHORETEL SUPPORT	5924		LUMEN	STD 8X5XNBD-MATONLY	14-NOV-2022	13-NOV-2025	\$6,575.64
	FOTS	LUMEN SUPPORT	1		LUMEN	STD 8X5XNBD	14-NOV-2022	13-NOV-2025	\$2,496.39

TOTAL SUMMARY

TOTAL NET PRICE: \$9,072.03

FREMONT DODGE COUNTY COMMUNICATIONS

Name

Title

Date

Terms and Conditions Governing This Order Form

1. This confidential Order may not be disclosed, unless required by law, to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "“Lumen”" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version,, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.
3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
4. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.
6. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, Available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay, unless the delay is not under the control of the Customer, or inaction, Lumen may begin charging Customer and Customer will pay such charges.

7. Charges/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the ""Waived NRC"" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. MLTS Equipment. BY SIGNING THIS ORDER FOR MLTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ""ACCESS TO EMERGENCY SERVICES"" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE ""ACCESS TO EMERGENCY RESPONSE SERVICES"" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

Resolution NO. 2022-241

A Resolution of the City Council of the City of Fremont, Nebraska, to approve a 3 year extension of the existing support contract for the Shortel administrative phone system for the 911 and Police Departments

WHEREAS, The PSAP and the Police Department need administrative telephone service; and,

WHEREAS, The telephone equipment must be supported and maintained for reliable service; and,

WHEREAS, The current administrative telephone equipment is installed and maintained by CenturyLink; and,

WHEREAS, The expenditure is within the current budget.

NOW THEREFORE BE IT RESOLVED, the City Council of Fremont authorizes the Mayor to sign the quote from CenturyLink to extend the support of the administrative telephone system for three years at a cost of \$9,072.03, on behalf of the city. This cost will be shared 50/50 with Dodge County per the Interlocal Agreement.

PASSED AND APPROVED THIS _____ DAY OF _____,
2022

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Nick Hansen Parks and Recreation Director

DATE: December 27, 2022

SUBJECT: Award of bid for Sand and Paint Exterior Slides and Mushroom Feature at Splash Station.

RECOMMENDATION: Approve Resolution 2022-243

BACKGROUND:

Splash Station exterior slides was built and painted in 2006. The sanding and painting would closely restore the original colors of Splash Station. The City received one sealed bid. The bid is summarized in the table below.

Bidder	Bid
TMI Coating Inc.	\$52,400

Approval of the resolution commits the City of Fremont to commit funds for this project, accept the lowest responsible bid, and accepts the plans and specification the bids were received on.

FISCAL IMPACT: This is already budgeted in the 2022-23 cycle under Splash Station Department repair and maintenance budget.

Section A

2023 SAND AND PAINT SPLASH STATION EXTERIOR SLIDES AND MUSHROOM FEATURE

All work and materials shall be in accordance with industry standards and manufactures specifications.

Contractor shall take proper care to shield, cover and protect all areas.

Contractor will color match as close to original color.

The contractor will be responsible for all services required for the proposed project including sub-contract services. The major work to be included shall consist of, but is not limited to:

Work		Price
Item	# of ft	Services
42" Open Flume slide 237 feet		1. Sand and paint - exterior 2. Sand and remove lose gelcoat. 3. Paint with Imron 3.5 one roller coat of original color. 4. Paint steel bolts with original color. 5. All waste material shall be removed from the site from contractor upon completion of work.
32" Enclosed Tube Slide 153 feet		1. Sand and paint - exterior 2. Sand and remove lose gelcoat. 3. Paint with Imron 3.5 one roller coat of original color. 4. Paint steel bolts with original color. 5. All waste material shall be removed from the site from contractor upon completion of work.
Mushroom Feature		1. Sand and paint - exterior 2. Sand and remove lose gelcoat. 3. Paint with Imron 3.5 one roller coat of original color. 4. Paint steel bolts with original color. 5. All waste material shall be removed from the site from contractor upon completion of work.

Total Cost \$ 52,400

CITY OF FREMONT, NEBRASKA BID TABULATION SHEET

**CITY CLERK'S
OFFICE**

**400 E. MILITARY AVE.
FREMONT, NE 68025**

PHONE: 402-727-2633

Project Name: Sand & Paint Splash
Station Exterior Slides
& Mushroom Feature
Project Code #
Work Order #

BIDS RECEIVED DATE: 12/15/22
TIME: 2 PM
BIDS OPENED DATE: 12/15/22
TIME: 2 PM

BIDDER	TOTAL BASE BID	INCLUDES # ADDENDA (Y) OR (N)	TIME FOR COMPLETION (mm/dd/yy)	INCLUDES 5% BID BOND OR SECURITY (Y) OR (N)	NOTES
TMI Coatings	\$52,400.00			Yes	

AUTHORIZATION TO AWARD

A/E:

PROJECT MANAGER:

CONST. CONTRACT ADMINISTRATOR:

REQUESTOR:

THE ABOVE IS AN EXACT TABULATION OF

THE
BIDS RECEIVED

CITY CLERK

DATE

ADEQUATE FUNDING HAS BEEN VERIFIED
AND PPROVED BY THE CITY COUNCIL OF
FREMONT, NEBRASKA.

PROCEED WITH AWARD OF THE CONTRACT
TO THE BIDDER:

IN THE AMOUNT OF

\$ _____

SIGNATURE

MAYOR _____

DATE _____

RESOLUTION NO. 2022-243

A Resolution of the City Council of the City of Fremont, Nebraska, to award bid to TMI Coating Inc. for Sand and Paint Exterior Slides and Mushroom Feature Splash Station pool, and authorize the Mayor to sign the Sand and Paint Exterior Slides and Mushroom Feature Contract in the amount of \$52,400.

WHEREAS, A request for proposals was developed and advertised for bids. The City received 1 qualified bid.

WHEREAS, TMI Coating provided the lowest responsible bid for the project.

WHEREAS, The expenditure is within current Splash Station Repair and Maintenance budget.

NOW THEREFORE BE IT RESOLVED that the City of Fremont, City Council authorize the City of Fremont Mayor to sign a contract with TMI Coating Inc., the lowest responsible bid for sand and paint exterior slides and mushroom feature in the amount of \$52,400.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

RESOLUTION NO. 2022-244

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing Airport Old Terminal Building Lease Agreement for City of Fremont owned property.

- WHEREAS, The City of Fremont NE. owns vacant property located in Dodge County, State of Nebraska: Old Airport Terminal Building
- WHEREAS, The Airport advisory Board expressed their desire to lease the property to an aviation focused entity
- WHEREAS, The Airport Advisory Board at their December 16, 2022 meeting reviewed the lease and recommended approval with a vote of 7-0; and,
- WHEREAS, City of Fremont Staff requests that the City of Fremont Mayor and City Council authorize the City of Fremont Mayor to sign the Airport Old Terminal Building Lease Agreement with Nebraska Wing of the Civil Air Patrol.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the City of Fremont Mayor to sign the Airport Old Terminal Building Lease Agreement with Nebraska Wing of the Civil Air Patrol for \$500.00 per month with an initial 5-year term.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, City Administrator

DATE: December 27, 2022

SUBJECT: Lease agreement for the former airport terminal with the Nebraska Wing of the Civil Air Patrol

Recommendation: Approve Resolution 2022-245 authorizing the Mayor to sign a five-year lease agreement for the former airport terminal with the Nebraska Wing of the Civil Air Patrol

BACKGROUND:

With the construction of the new airport terminal, the fixed-based operator has vacated the old terminal building at the airport. The Airport Advisory Board requested that the City lease the old building to the local Civil Air Patrol. It is important to that board, and the fixed-base operator, that the buildings at the airport continue to be used for aviation purposes.

The lease is a triple-net lease, leaving the maintenance, utilities and insurance costs to the lessee. The initial term is for five years, with renewable options to extend the lease.

FISCAL IMPACT:

\$500 per month for the life of the lease. Lease revenue will stay within the Airport Fund of the City.

CITY OF FREMONT MUNICIPAL AIRPORT OLD TERMINAL LEASE

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 202__, by and between the City of Fremont, Nebraska, a municipal corporation, (hereinafter “Landlord”) and the Nebraska Wing of the Civil Air Patrol, a federally chartered non-profit corporation, (hereinafter “Tenant”). Landlord and Tenant may be referred to collectively as “Parties”.

WHEREAS, Landlord is the owner of certain real property located at the Fremont Municipal Airport in Dodge County, Nebraska; and,

WHEREAS, Landlord has agreed to Lease the Property, as defined herein, subject to the terms and conditions of this Lease Agreement (hereinafter “Agreement” or “Lease”); and,

WHEREAS, Tenant is the Fremont Cadet Squadron, Civil Air Patrol, an active unit of the Civil Air Patrol, and wishes to Lease said Property from Landlord, subject to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises, covenants, and terms and conditions of this Agreement, the sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. **TERM:** The term of this Agreement shall be for five (5) years, commencing on the ____ day of _____, 202__, and ending on the ____ day of _____, 202__, unless sooner terminated as herein provided. Tenant shall have the option to renew this Agreement for three (3) additional three (3) year terms (hereinafter “Renewal(s)”) upon giving the Landlord notice in writing of its intention to renew at least ninety (90) days prior to the termination of each term. The notice in writing shall be addressed to the City Clerk and may be delivered in person, by registered mail, or by electronic mail. The total amount of years of this lease, including the Renewals and initial term, shall not exceed fourteen (14) years. Each Renewal is subject to the ninety (90) day notice provision. All permanent improvements as described below, shall become the sole property of the Landlord, and shall remain the sole property of Landlord following termination of this Agreement.
2. **PROPERTY:** The property subject to this Agreement shall be described as shown on Exhibit “A” attached hereto and incorporated herein by reference (hereinafter “Premises”).
3. **USE:** The Tenant shall, upon review and approval of the Landlord, which approval shall be at the discretion of Landlord, have the right to remodel, maintain and use the building, provided that such efforts shall also conform to all relevant building code requirements, State and Federal laws, pertinent provisions of any local ordinance(s), and the provisions herein.

- A. Tenant shall be responsible for all costs associated with any improvements upon the Premises and shall indemnify and hold Landlord harmless from and against any and all such costs.
- B. The Premises are to be used by the Tenant pursuant to any applicable FAA Order, and Airport Compliance Requirements, as amended from time to time.

RENT: The Tenant hereby agrees to pay rent to Landlord in the amount of \$6,000 per year, in monthly payments of \$500 on or before the fifth day of each calendar month, each year during the term of this Agreement.

- 4. LATE PAYMENTS: Rental payments due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to ten percent (10%) per month of the amount of the delinquent payment, from the date due until paid.
- 5. RENTAL RATE ADJUSTMENT: After the initial term and each subsequent Renewal, the Parties agree that the annual rental amount agreed upon above may be adjusted by Landlord at the Landlord's discretion for the succeeding term.
- 6. INSURANCE: Tenant will maintain fire and casualty insurance on the structure at Tenant's sole expense with the understanding that Tenant shall either rebuild or repair the facility, or if the Tenant chooses to terminate the Lease, pay the Landlord the funds required to repair or rebuild the facility to substantially the same condition. Tenant shall maintain liability insurance on the Premises in single limit coverage of not less than \$1,000,000.00, and \$5,000,000 annual policy aggregate for all occurrences, which insurance shall name Landlord as an additional insured and loss payee. Tenant shall assume all liability for damage or injury to persons or property which may occur on the Premises or which may arise from Tenant's use of the Premises, but shall not include liability for damage or injury to the extent caused by, or arising from, the intentional conduct or gross negligence of Landlord. Assumption of liability, (Subject to the exceptions applicable to Landlord) extends to the damage or injury to persons and property of Tenant, Tenant's agents, employees, invitees, licensees, as well as persons and property of third-parties. Tenant shall provide at least thirty (30) days advance notice of cancellation or proposed changes in the above coverage and the policies shall require the same. Tenant shall deliver the above policy (or copies thereof) to Landlord at the inception of this Lease, and shall furnish Landlord with Insurer's certifications that such insurance is in force and good standing. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be delivered to Landlord. If such insurance coverage is canceled, or reduced, Tenant shall immediately notify Landlord of the same, and shall file with Landlord a certificate showing that the required insurance has been reinstated or provided through another insurance company. In the event that Tenant shall at any time fail to furnish Landlord with the certificate of insurance required, Landlord shall have the right to terminate this Agreement, and in addition, may secure the required insurance at the cost and expense of Tenant, and Tenant agrees to promptly reimburse Landlord for the cost thereof, which costs shall be additional to rent hereunder and shall be immediately due and payable.

7. **ASSIGNMENT:** The Tenant shall not have the right to sell the improvements upon the Premises nor to assign or sublease the Premises without the express written consent of Landlord, which consent may be withheld for any reason at the sole discretion of Landlord.
8. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION:** Upon termination of this Agreement, provided all monies due Landlord have been paid, Tenant shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which removal shall be accomplished no later than the termination date. Any improvements, electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. Tenant agrees to repair any damage to the premises occasioned by reason of such removal or damage caused by Tenant's occupancy. In the event Tenant fails to remove its personal property or to repair any damage done to the Premises by the termination date, Landlord reserves the right to remove and store all such personal property left, at the risk and expense of Tenant, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by Tenant. Landlord shall be permitted to inspect the premises and require that certain repairs be made by Tenant to the structures, said repairs being made at the sole expense of the Tenant prior to the termination date.
9. **ABANDONMENT OF PREMISES BY TENANT:** In case Tenant shall abandon said Premises, or any part thereof, during the term of this Agreement, Landlord may, at its option, without notice, relet said Premises and improvements thereon, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which Landlord would otherwise have to hold Tenant responsible for the rent or for repairs. In case said Premises, or any part thereof, shall be relet, Landlord shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from Landlord.
10. **ALTERATIONS BY TENANT:** Tenant shall make no material additions or alterations in or to the Premises without the written consent of Landlord. Landlord shall be responsible for the cost of any additions or alterations made by Landlord that are not the responsibility of Tenant and shall protect and reimburse Landlord against possible mechanics', laborers' and material men's liens upon the Premises. All improvements on said Premises become the sole property of the Landlord upon the termination of this Lease.
11. **NO LIENS ALLOWED OR CREATED:** Tenant shall not allow any form of construction, mechanics or material liens to be made or filed against the Premises. In addition, Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under Tenant. All persons contracting with Tenant or furnishing materials or labor to Tenant shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law.

12. **SUBORDINATION:** This Agreement shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Fremont Municipal Airport. This Lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the Landlord acquired the subject property from the United States of America and the City of Fremont and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the Lease of said lands from the Landlord, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Landlord pertaining to the Fremont Municipal Airport. Except to the extent required for the performance of the obligations of Tenant in this Lease Agreement, nothing contained in this Lease Agreement shall grant Tenant any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.
13. **NON-DISCRIMINATION:** Tenant, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. Tenant further agrees that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Lease and to re-enter the Premises as if said Lease had never been made or issued.
14. **MAINTENANCE OF BUILDINGS:** The Tenant will maintain the structures occupied by it and the surrounding land of the Premises in good order and make such repairs as are necessary. Tenant shall further maintain and repair all plumbing, HVAC and electrical systems in good working order, including any necessary replacements thereof at Tenant's cost. Reasonable repairs shall be made in a timely manner and if Tenant refuses or neglects to make any repairs required to be made by Tenant or as designated by Landlord, to the reasonable satisfaction of Landlord within a reasonable period of time after receipt of written notice of need for such repair from Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's property or business and Tenant shall pay Landlord's costs for making such repairs, including Landlord's administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefore. Landlord reserves the right to enter on the Premises at all reasonable times to make such repairs. In the event of fire or any other casualty to structures owned by the Tenant, the Tenant shall either repair or replace

the building or remove the damaged building and restore the Leased area to its original condition; such action must be accomplished within One Hundred Twenty (120) days of the date the damage occurred. Upon petition by the Tenant.

15. NON-EXCLUSIVE USE: The Tenant shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Landlord in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangering of the Tenant 's aircraft; the right of ingress to and egress from the Premises, which shall also extend to Tenant's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.
16. FUTURE AGREEMENTS OF THE AIRPORT: The terms and conditions of this Agreement shall not be construed to prevent Landlord from making commitments to the Federal or State governments to qualify for the expenditure of government funds upon the airport.
17. NOTICES: Whenever any notice is required or permitted by this Agreement to be given, unless otherwise specified herein, shall be by certified mail or overnight delivery addressed to the Parties as indicated below. Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in contact information.

To Landlord:
Fremont City Clerk
400 East Military
Fremont, NE 68025

To Tenant:
Fremont Cadet Squadron

Fremont, NE 68025

18. WAIVER OF BREACH: The waiver by Landlord or Tenant of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach. The provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.
19. ACCESS: The Leased Premises shall, in all events, include access to the Premises from Airport Road on the East, either directly or indirectly. In the event that this access shall change, the Landlord agrees to provide alternative access to the Premises providing the Landlord provides this access as a public access to the airport facilities.

20. **SUCCESSIONS AND ASSIGNS:** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.
21. **SNOW REMOVAL AND CLEANLINESS:** The Landlord shall be responsible for the removal of snow on runways, aprons and taxiways. The Tenant shall be responsible for expense in installing, maintaining and snow removal for access to and from said taxiways. Tenant agrees to keep the Premises in a clean and sanitary condition, and to abide by all safety and fire regulations. Tenant shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises.
22. **DANGEROUS ACTIVITIES PROHIBITED:** Tenant agrees not to do or allow anything to be done which may injure or endanger persons on or about or adjacent to the Premises. Tenant hereby indemnifies and holds Landlord harmless from any claims because of injury to life, person or property by reason or anything done or permitted by Tenant, his agents, employees, guests, or invitees on or about or adjacent to the premises.
23. **AIRPORT FACILITIES:** The parties understand and agree that the Landlord shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport as may be from time to time determined by the Landlord in its sole discretion. Tenant agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. Tenant agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without Landlord's written permission.
24. **AIRPORT PROTECTION:** It shall be a condition of this Agreement that Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of way for the passage of aircraft in the airspace above the highest point of the improvements on the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. Landlord expressly agrees for itself, its successor and assigns, to prevent any use of the Airport which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
25. **STATE AND FEDERAL GOVERNMENT:** The Parties specifically understand and agree that some of the improvements within the Fremont Municipal Airport are funded in whole or in part by the State and Federal Government. Tenant agrees to comply with all state and

federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

26. ENVIRONMENTAL MATTERS: Tenant covenants and agrees to discharge only domestic waste into Landlord's sewer system. Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever, except in compliance with such laws and regulations. Tenant further covenants to hold the Landlord harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from Tenant's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. Landlord hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and costs arising from any discharge of such matters occurring prior to the term of this Lease.

27. DEFAULT: The occurrence of one or more of the following is an event of default by Tenant:

- a. Failure of Tenant to make any payment required by this Lease when due, and the failure continues for ten (10) days after written Notice of Default from Landlord to Tenant;
- b. An initial failure of Tenant to comply with any obligation imposed upon Tenant by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from Landlord to Tenant. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, Tenant shall not be in default so long as Tenant is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of Tenant to comply with the same obligation shall be a default without any grace period;
- c. Proceedings under the Bankruptcy Act for bankruptcy are filed by or against Tenant or any guarantor of Tenant's performance hereunder and not dismissed within thirty (30) days after the filing;
- d. An assignment of Tenant's property for the benefit of creditors;
- e. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's or any

guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

- f. Tenant's interest in the Premises or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;
- g. Tenant defaults under any other Lease or agreement with Landlord, which is not cured within any applicable notice and cure period.

28. LANDLORD'S REMEDIES: If any event of default occurs and has not been cured within the time period provided in this Lease, Landlord may immediately or at any time thereafter do one or more of the following:

- a. Remove any of Tenant's personal property from the Premises and store the same elsewhere at Tenant's expense without relieving Tenant from any liability or obligation;
- b. Make the Premises available to another party without liability to Tenant and without relieving Tenant from any liability or obligation to Landlord;
- c. Bring an action then or thereafter against Tenant to recover the amount of any payment owing by Tenant to Landlord as the same is due, becomes due, or accumulates;
- d. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by Tenant to Landlord; without relieving Tenant from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from Tenant's default;
- e. Terminate this Lease, relieving Tenant of any liability or obligation for any payments then or thereafter becoming due; or
- f. Exercise any combination of the above or any other remedy provided by law.

29. ATTORNEYS' FEES AND COSTS: In the event any action, suit or proceeding is brought to collect the rent due, or to become due hereunder, or any portion thereof or to take possession of said Premises or to enforce compliance with this Lease or for failure to observe any of the covenants of this Lease, Tenant agrees to pay the Landlord such sum as the Court may adjudge reasonable as attorney costs and fees to be allowed in said suit, action or proceeding, and in the event of an appeal as allowed by the Appellate Court.

30. AMENDMENT: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by each party.

31. **TAXES:** Any taxes on this Lease, the Lease payments or the Premises shall be the obligation of Tenant. Should said taxes not be paid by Tenant, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.
32. **UTILITIES AND SERVICES:** Tenant is required to use the Landlord's water, electric and sewer system. Tenant further agrees to pay when due all charges and expenses for water, electric, and sewer services, and fire protection, and all other utilities and services used in connection with the Premises. Landlord reserves the right to modify from time- to-time the cost of providing utilities and services (including water, electric, sewage, and fire protection). Landlord will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by Tenant.
33. **SUITABILITY OF PREMISES:** The Tenant acknowledges having examined the Premises thoroughly before entering into this Lease, and does not rely upon any representations by the Landlord as to the Premises' suitability for the Tenant's purposes.
34. **SIGNAGE:** Tenant shall not install any advertising or signage on the Premises other than reasonably sized signs for identification. All signage on the Premises must be approved by Landlord as to style, location, content and construction before installation, which approval will not be unreasonably withheld.
35. **TIME OF THE ESSENCE:** Time shall be considered of the essence for every term and condition contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals:

CITY OF FREMONT, NEBRASKA,
Landlord,

NEBRASKA WING OF THE CIVIL AIR
PATROL, Tenant.

By: _____

By: _____

Print: _____

Its: Mayor ☐

Its: _____

Exhibit A
(Description of Premises)

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, City Administrator

DATE: December 27, 2022

SUBJECT: Honoring retiring Dodge County Clerk Fred Mytty for his 48 years of public service

Recommendation: Approve Resolution 2022-245 naming the alley behind the Courthouse
"Fred Mytty Way"

BACKGROUND:

Fred Mytty was elected as the Dodge County Clerk in 1974, and has been serving the residents of Dodge County in that capacity ever since. Mr. Mytty decided not to run for another term with the 2022 election cycle and retire from the County in January.

In recognition of 48 years of public service, the Dodge County Board of Supervisors is requesting that the City consider naming the alley between 4th and 5th Streets, and between Broad Street and Park Avenue "Fred Mytty Way". The Chair of the Board of Supervisors, Bob Missel will be available at tonight's meeting to report and take questions.

FISCAL IMPACT:

The cost of a roadway sign and installation.

RESOLUTION NO. 2022-245

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the naming of the alley adjacent to the Dodge County Courthouse “Fred Mytty Way” in recognition of 48 years of public service.

WHEREAS, The City Council of the City of Fremont has the power to name, in any manner it may deem proper, any street, avenue, or alley, within the limits of the city or within its extraterritorial zoning jurisdiction; and

WHEREAS, Fred Mytty was elected Dodge County Clerk for the first time in 1974; and

WHEREAS, Mr. Mytty has served Dodge County continuously during the last 48 years; and

WHEREAS, The Dodge County Board of Supervisors wishes to honor Mr. Mytty’s dedication to public service by naming the alley adjacent to the Courthouse after Mr. Mytty; and

WHEREAS, The Chairperson of the Dodge County Board of Supervisors appeared before the City Council to make this request of the City Council.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the naming of the north south alley between Park Ave and Broad Street and 4th and 5th Street “Fred Mytty Way” in recognition of 48 years of public service and the City Council hereby authorizes the expenditure of City funds to memorialize such naming of the alley.

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PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: December 27, 2022
SUBJECT: Utility Salary Ordinance

Recommendation: Introduce and hold first reading of Ordinance 5633. Consider request to suspend the rules, move to final reading and approve.

Background:

Due to recent staffing changes within the Power Plant and Utility, staff has reviewed the organizational structure within the Power Plant and will be replacing the Assistant Power Plant Superintendent position with a Power Plant Operations Manager. This position will be responsible for the operations department of the facility, but will not have responsibility over the other areas of the Power Plant. Due to the reduction in responsibilities, staff is proposing pay grade 34.5, which is one full pay grade below the Assistant Power Plant Superintendent classification and one full pay grade above the Operations Manager's direct reports (Power Plant Shift Supervisors).

Earlier this year the Automotive Maintenance Supervisor position on the City side of the organization was vacated. After evaluating the current state and future goals of the organization, staff is recommending that the city work towards combining automotive and equipment maintenance functions from both the City and Utility to maximize efficiency and create more continuity within this function of the organization. To do so, staff has proposed that the Automotive Maintenance Supervisor position be replaced with a Fleet Manager. This position has been developed to supervise all mechanics within the city and utility; implement and maintain a work order system, a preventative maintenance and enhanced inventory management system; schedule shop activities; and purchase vehicles and equipment for city and utility departments. Since expenses for this position would be split between both the city and utility, staff is proposing to place the Fleet Manager position on the Utility salary ordinance like most other shared services. Finance will account for the city reimbursing the utility for their portion of the costs within the month end process.

Additionally, in November Nebraska voters approved an incremental increase in the state minimum wage. The temporary classification of Utility Worker currently has a pay range of \$9.00 to \$18.00 per hour and staff is proposing adjusting the range to \$12.00 to \$18.00 per hour. This range more accurately reflects the "going rate" for this type of work and will meet or exceed the new minimum wage requirements for 2023 and 2024.

Staff has been discussing how the city will approach this change in minimum wage as it continues to rise and will include this in planning for the next budget cycle.

Fiscal Impact:

All costs will be covered under the current approved budget due to vacancies.

ORDINANCE NO. 5633

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. XXXX and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

SECTION I. That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION II. That the Class Title and Pay Grade of each non union position for the City shall be as follows:

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Non-union Exempt Classifications	Utility General Manager	48.0	92.953	97.6034	102.4844	107.6066	112.9786	118.6314	124.5633	130.7914
	Assistant Utility General Manager	40.0	62.9123	66.0615	69.3598	72.8310	76.4748	80.2992	84.3125	88.5218
	Director of Electrical Engineering	38.5	58.4986	61.4278	64.4986	67.7263	71.1189	74.6763	78.4146	82.3332
	Power Plant Superintendent	37.5	55.7188	58.4986	61.4278	64.4986	67.7263	71.1189	74.6763	78.4146
	Director of Finance	36.5	53.0645	55.7188	58.4986	61.4278	64.4986	67.7263	71.1189	74.6763
	City Attorney	35.5	50.5357	53.0645	55.7188	58.4986	61.4278	64.4986	67.7263	71.1189
	Director of Information Systems	35.5	50.5357	53.0645	55.7188	58.4986	61.4278	64.4986	67.7263	71.1189
	Power Plant Operations Manager	34.5	48.1323	50.5357	53.0645	55.7188	58.4986	61.4278	64.4986	67.7263
	Distribution Superintendent	33.5	45.8396	48.1323	50.5357	53.0645	55.7188	58.4986	61.4278	64.4986
	Power Plant Electrical Supervisor	33.5	45.8396	48.1323	50.5357	53.0645	55.7188	58.4986	61.4278	64.4986
	Power Plant Maintenance Supervisor	33.5	45.8396	48.1323	50.5357	53.0645	55.7188	58.4986	61.4278	64.4986
	Mechanical Engineer	33.0	44.7163	46.9467	49.2949	51.7607	54.3524	57.0694	59.9201	62.9123
	Director of Human Resources	32.5	43.6562	45.8396	48.1323	50.5357	53.0645	55.7188	58.4986	61.4278
	Water/Wastewater Superintendent	32.5	43.6562	45.8396	48.1323	50.5357	53.0645	55.7188	58.4986	61.4278
	Gas System Superintendent	32.0	42.5881	44.7163	46.9467	49.2949	51.7607	54.3524	57.0694	59.9201
	Fuel Handling Supervisor	30.5	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357	53.0645	55.7188
	Safety Manager	30.5	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357	53.0645	55.7188
	Customer Service Director	30.0	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949	51.7607	54.3524
	Fleet Manager	30.0	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949	51.7607	54.3524
	Asst. Director of Electrical Engineering	29.5	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357	53.0645
	Senior Accountant	28.5	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357
	Wastewater Treatment Superintendent	27.5	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323
	Network Systems Administrator	27.0	33.3683	35.0334	36.7845	38.6222	40.5541	42.5881	44.7163	46.9467
	Accountant	26.5	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396
	Water and Sewer Superintendent	26.5	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396
	Assistant WWTP Superintendent	26.5	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396
	Stores Supervisor	25.5	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562
	Water/Sewer Supervisor	24.5	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751

	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
Non Union Hourly	Power Plant Shift Supervisor	33.5	45.8396	48.1323	50.5357	53.0645	55.7188	58.4986	61.4278	64.4986
	Electric Metering and Service Supervisor	30.0	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949	51.7607	54.3524
	Line Crew Supervisor	30.0	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949	51.7607	54.3524
	Gas Crew Supervisor	30.0	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949	51.7607	54.3524
	Tree Trimming Supervisor	27.0	33.3683	35.0334	36.7845	38.6222	40.5541	42.5881	44.7163	46.9467
	GIS Coordinator	24.5	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751
	Wastewater Supervisor	24.0	28.8291	30.2661	31.7821	33.3683	35.0334	36.7845	38.6222	40.5541
	Automotive Maintenance Supervisor	23.0	27.4550	28.8291	30.2661	31.7821	33.3683	35.0334	36.7845	38.6222

Non Union Hourly (Cont'd)	Network/PC Technician	21.5	25.5232	26.7950	28.1383	29.5516	31.0280	32.5829	34.2088	35.9128
	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
	Human Resources Generalist	20.0	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683
	Accounting Associate	18.5	22.0518	23.1514	24.3058	25.5232	26.7950	28.1383	29.5516	31.0280
	Human Resources Specialist	18.0	21.5022	22.5779	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661
	Accounting Assistant	16.5	19.9945	20.9993	22.0518	23.1514	24.3058	25.5232	26.7950	28.1383
	Utility Office Associate II (3/4-time)	16.0	19.4917	20.4733	21.5022	22.5779	23.7091	24.8949	26.1436	27.4550
	Custodian- 3/4 time	14.5	18.1332	19.0440	19.9945	20.9993	22.0518	23.1514	24.3058	25.5232

SECTION III.

That the Class Title and Pay Grade of each union position for the City shall be as follows:

IBEW Union Classifications	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
	Power Plant Operator III	31.5	41.5751	43.6562	45.8396	48.1323	50.5357	53.0645	55.7188	58.4986
	Power Plant Statistical Technician II	30.5	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357	53.0645	55.7188
	Power Plant Operator II	30.0	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949	51.7607	54.3524
	Power Plant Lab Technician	29.0	36.7845	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949	51.7607
	Gas Service Worker	28.5	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357
	Instrument & Control Technician	28.5	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357
	Power Plant Operator I	28.5	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323	50.5357
	Lineworker First Class	28.0	35.0334	36.7845	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949
	Measurement Technician	28.0	35.0334	36.7845	38.6222	40.5541	42.5881	44.7163	46.9467	49.2949
	Senior Electrical Technician	27.5	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323
	Senior Engineering Associate	27.5	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396	48.1323
	Electrician II	27.0	33.3683	35.0334	36.7845	38.6222	40.5541	42.5881	44.7163	46.9467
	Gas System Worker/Welder	27.0	33.3683	35.0334	36.7845	38.6222	40.5541	42.5881	44.7163	46.9467
	Corrosion Technician/ Drafter	26.5	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396
	Gas System Worker II	26.5	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396
	Power Plant Lab Assistant	26.5	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396
	Power Plant Mechanic II	26.5	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562	45.8396
	Power Plant Statistical Technician I	26.0	31.7821	33.3683	35.0334	36.7845	38.6222	40.5541	42.5881	44.7163
	Fuel Handler	25.5	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751	43.6562
	Gas Leak Surveyor	24.5	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751
	Lineworker Apprentice	24.5	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961	41.5751
	Engineering Associate	23.5	28.1383	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961
	Power Plant Mechanic I	23.5	28.1383	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111	39.5961
	Utility Tree Trimmer	22.5	26.7950	28.1383	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111
	Wastewater Plant Mechanic II	22.5	26.7950	28.1383	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111
	Water Treatment Technician	22.5	26.7950	28.1383	29.5516	31.0280	32.5829	34.2088	35.9128	37.7111
	Electrician I	22.0	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683	35.0334	36.7845
	Gas System Worker I	22.0	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683	35.0334	36.7845
	Utility Equipment Mechanic II	22.0	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683	35.0334	36.7845
	WWTP Laboratory Technician	22.0	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683	35.0334	36.7845
	Water and Sewer Serviceworker II	21.5	25.5232	26.7950	28.1383	29.5516	31.0280	32.5829	34.2088	35.9128
	Utility Equipment Mechanic I	21.0	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683	35.0334
	Customer Services- Lead	20.0	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683
	Stores Associate	20.0	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683
	Wastewater Plant Mechanic I	20.0	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683
	Wastewater Plant Operator II	20.0	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683
	Water and Sewer Serviceworker I	20.0	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821	33.3683
	Utility Maintenance Worker II	19.0	22.5779	23.7091	24.8949	26.1436	27.4550	28.8291	30.2661	31.7821
	Wastewater Plant Operator I	17.5	20.9993	22.0518	23.1514	24.3058	25.5232	26.7950	28.1383	29.5516

IBEW Union Classifications	Utility Worker I	16.5	19.9945	20.9993	22.0518	23.1514	24.3058	25.5232	26.7950	28.1383
	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Customer Billing Assistant	16.0	19.4917	20.4733	21.5022	22.5779	23.7091	24.8949	26.1436	27.4550
	Customer Services Associate	16.0	19.4917	20.4733	21.5022	22.5779	23.7091	24.8949	26.1436	27.4550
	Power Plant Service Worker	16.0	19.4917	20.4733	21.5022	22.5779	23.7091	24.8949	26.1436	27.4550
	Utility Office Associate II	16.0	19.4917	20.4733	21.5022	22.5779	23.7091	24.8949	26.1436	27.4550
	Customer Service Assistant	15.0	18.5649	19.4917	20.4733	21.5022	22.5779	23.7091	24.8949	26.1436
	Utility Office Associate I	15.0	18.5649	19.4917	20.4733	21.5022	22.5779	23.7091	24.8949	26.1436
	Custodian	14.5	18.1332	19.0440	19.9945	20.9993	22.0518	23.1514	24.3058	25.5232

	Class Title		Hourly Wage
Temporary/ Seasonal	Utility Worker		12.00 -18.00
	Custodian- Part time		17.00 - 19.00
	Utility & Infrastructure Board Members		\$75/mo

- SECTION IV.** All ordinances and parts of ordinances in conflict herewith are repealed.
- SECTION V.** The above salary adjustments are effective January 12, 2023. Employees whose current pay is above their current pay grade shall have their salaries frozen.
- SECTION VI.** That this ordinance be effective from and after its passage and publication according to law.
- SECTION VII.** This ordinance shall be published in pamphlet form by the City Clerk.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: December 27, 2022
SUBJECT: Appointment of Interim City Engineer/Public Works Director

Recommendation: Approve Resolution 2022-246 appointing Justin Zetterman as the Interim City Engineer/Public Works Director.

Background: With the retirement of City Engineer/Public Works Director Dave Goedeken, the City needs to have an individual appointed in that position. Justin Zetterman was hired as the Assistant Public Works Director, and as a licensed professional engineer is qualified to serve in an interim basis. A search for a new City Engineer/Public Works Director is currently underway.

Fiscal Impact: As interim, Justin will receive a five percent increase for out of classification pay, effective December 28, 2022.

RESOLUTION NO. 2022-246

A Resolution of the City Council of the City of Fremont, Nebraska, approving and confirming the appointment of the Interim City Engineer/Public Works Director as Justin Zetterman.

WHEREAS, the former City Engineer/Public Works Director is no longer employed be the City of Fremont; and,

WHEREAS, Justin Zetterman has accepted the position of the Assistant Public Works Director; and,

WHEREAS, the statutory office of City Engineer/Public Works Director is provided for in Section 2-501;

NOW, THEREFORE BE IT RESOLVED, that the Mayor appoints and the City Council approves the appointment of Justin Zetterman as the Interim City Engineer/Public Works Director.

PASSED AND APPROVED THIS 27TH DAY OF DECEMBER 2022

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, P.E., Assistant Director of Public Works

DATE: December 27, 2022

SUBJECT: Change in Speed Limit for Johnson Road from E Military Ave to E 16th Street

Recommendation: Move to introduce and hold first reading of Ordinance 5634

Background:

The Fremont Traffic Safety Committee previously met to consider a change in the speed limit of Johnson Road from E Military Ave to E 16th St / Diers Parkway roundabout. A speed study was completed that showed that most traffic was already driving at 35 mph.

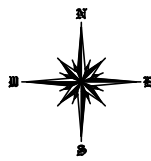
The Traffic Committee does not have any opposition to the modification of the speed limit on Johnson Road.

This work will require an amendment to the City of Fremont Municipal Code via ordinance.

Recommendation of approval of this resolution has been given by the Utilities and Infrastructure Board with a 5-0 vote at their 12-13-2022 meeting.

Fiscal Impact: The installation of traffic control signs by the Street Department is \$185 per sign and post. This project will involve the installation of 4 speed limit signs on existing posts as well as two reduced speed ahead signs for an estimated total of \$1,100.00.

JOHNSON ROAD
MILITARY AVENUE to 16TH STREET ROUNDABOUT



ORDINANCE NO. 5634

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND CHAPTER 5, SECTION 5-301, SUB-SECTION 5, OF THE FREMONT MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA;

SECTION I - CHAPTER 5, SECTION 5-301, SUB-SECTION 3; is hereby amended as follows:

SUB-SECTION 5, 35 Miles Per Hour

k. Johnson Road – East Military Avenue to East 16th Street

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That the originals ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances of the City of Fremont in conflict herewith are hereby repealed.

SECTION III. PUBLICATION IN PAMPHLET FORM. This Ordinance shall be published in pamphlet form and distributed as a City Ordinance.

SECTION IV. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS 31st DAY OF January, 2023

JOEY SPELLERBERG, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, P.E., Assistant Director of Public Works

DATE: December 27, 2022

SUBJECT: Installation of a Stop Sign for Westbound Traffic on 29th Street at Yager Road

Recommendation: Approve Resolution No. 2022-247
--

Background:

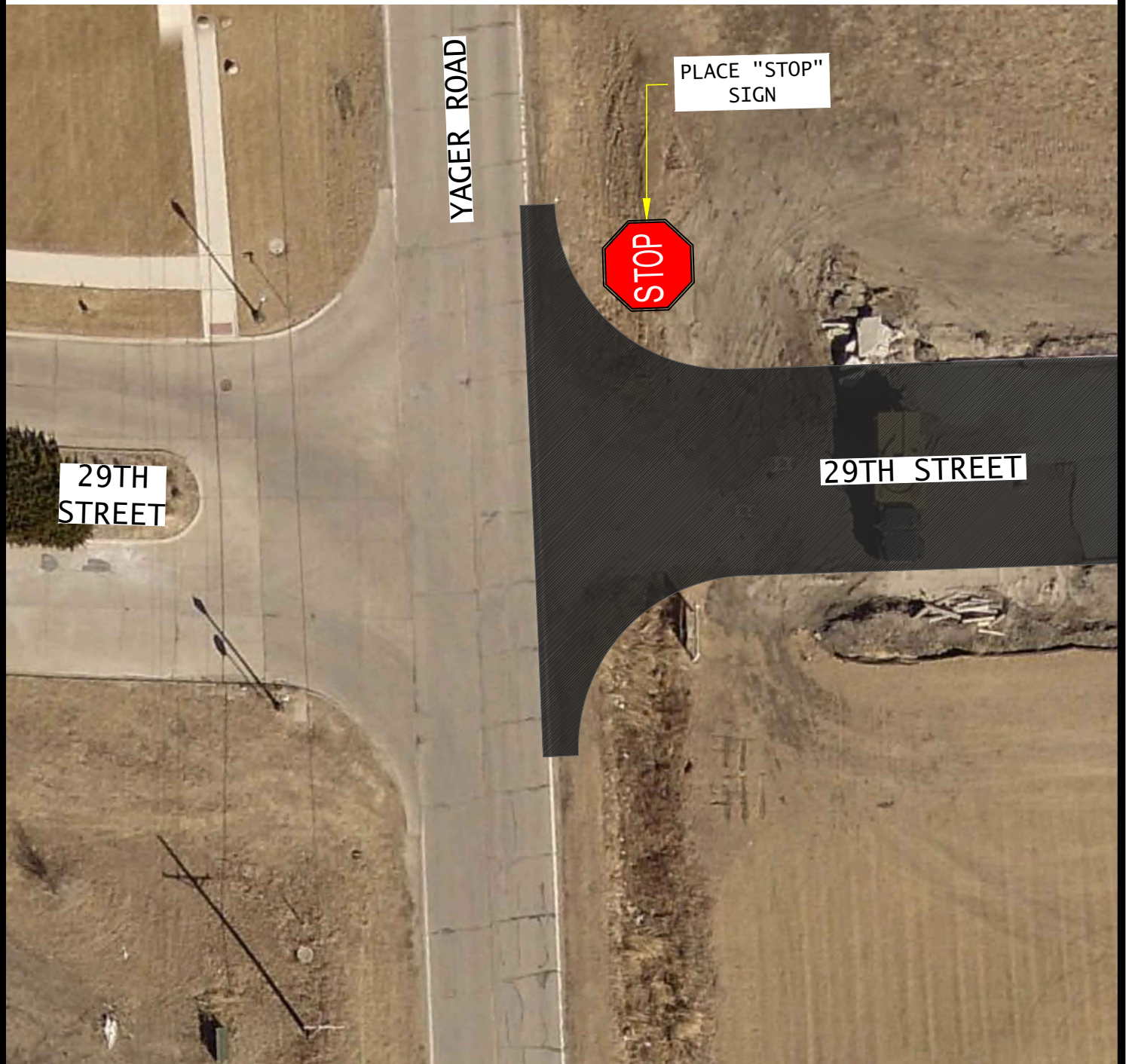
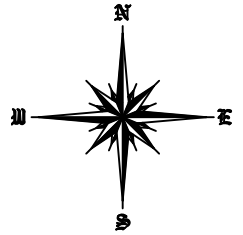
With the construction at the Tech Park nearing completion, the barricades on the roads have been removed. With the road open to traffic, a stop sign is required for westbound traffic on 29th Street at Yager Road. Yager Road is considered a collector street by NDOT's classification of roadways for Fremont. As such, traffic on Yager should receive preferred access to this intersection. A stop sign for westbound traffic will mirror the stop sign for eastbound traffic on exiting 29th Street to the west.

This item has not been discussed at the Traffic Committee meeting. As this is a location where a stop sign would be expected and mirrors existing conditions, it was deemed prudent to seek authorization for the sign's installation ahead of the next meeting that is planned for the 17th of January. Waiting would mean that the resolution would not be in front of the City Council until the 31st of January. The installation of the sign should improve safety and that was deemed to be the most important consideration.

This item will be presented to the Utility and Infrastructure Board on December 27, 2022, prior to this City Council meeting.

Fiscal Impact: The installation of traffic control signs by the Street Department is \$185 per sign and post.

29th STREET WESTBOUND LANE



RESOLUTION NO. 2022-247

A Resolution of the City Council of the City of Fremont, Nebraska authorizing placement of a “Stop” sign at the intersection of 29th Street and Yager Road for westbound traffic on 29th Street.

WHEREAS, Yager Road is considered a collector road and 29th Street a local road;

WHEREAS, there is an existing stop sign on the eastbound lane of 29th Street at Yager Road;

NOW THEREFORE BE IT RESOLVED: by the Mayor and City Council of the City of Fremont, Nebraska hereby approve and authorize the placement of a “Stop” sign at the intersection of 29th Street and Yager Road for westbound traffic on 29th Street.

PASSED AND APPROVED THIS 27th Day of December, 2022

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, P.E., Assistant Director of Public Works

DATE: December 27, 2022

SUBJECT: Additional Stop Signs for Northbound/Southbound traffic at intersections along E 19th Street from N Park Ave to N Platte Street

Recommendation: Approve Resolution No. 2022-248
--

Background:

The Fremont Traffic Safety Committee previously met to consider placement of additional “Stop” signs at the following locations. At these meetings, it was determined that accident data supported protecting traffic along E 19th St from N Park Ave to N Platte St through the addition of stop signs to control the northbound / southbound traffic.

Recommend the addition of stop signs at the following locations:

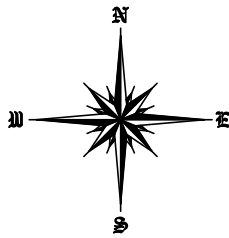
- E 19th St and N Park Ave, northbound and southbound traffic on N Park Ave
- E 19th St and N D St, northbound and southbound traffic on N D St
- E 19th St and N C St, northbound and southbound traffic on N C St
- E 19th St and N Union St, northbound and southbound traffic on N Union St
- E 19th St and N Platte St, northbound and southbound traffic on N Platte St

The Traffic Committee does not have any opposition to the addition of these stop signs.

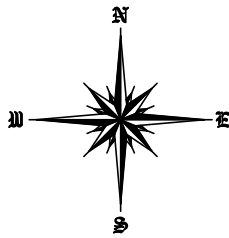
Recommendation of approval of this resolution has been given by the Utilities and Infrastructure Board with a 5-0 vote at their 12-13-2022 meeting. At that meeting, it was requested that the Traffic Committee look at additional stop signs along the length of 19th, similar to how intersection traffic is controlled on 16th Street.

Fiscal Impact: The installation of traffic control signs by the Street Department is \$185 per sign and post. This project will involve the installation of 10 stop signs for an estimated total of \$1850.00.

19TH STREET PARK AVENUE to 'C' STREET



19TH STREET 'C' STREET to PLATTE AVENUE



RESOLUTION NO. 2022-248

A Resolution of the City Council of the City of Fremont, Nebraska authorizing placement of “Stop” signs at the intersections of East 19th Street and North Park Avenue, North D Street, North C Street, North Union Street and North Platte Street for traffic on the Northbound/Southbound streets.

WHEREAS, The Fremont Traffic Committee previously met to consider placement of additional “Stop” signs at the following locations;

E 19th St and N Park Ave, northbound and southbound traffic N Park Ave
E 19th St and N D St, northbound and southbound traffic on N D St
E 19th St and N C St, northbound and southbound traffic on N C St
E 19th St and N Union St, northbound and southbound traffic on N Union St
E 19th St and N Platte St, northbound and southbound traffic on N Platte St

WHEREAS, The Fremont Traffic Safety Committee recommends placement of “Stop” signs at the above reference locations;

NOW THEREFORE BE IT RESOLVED: that the Mayor and City Council hereby approve and authorize the placement of “Stop” signs at the above referenced locations.

PASSED AND APPROVED THIS 27th Day of December, 2022

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Goebel, Director of Finance

DATE: December 27, 2022

SUBJECT: Renew Utilities' General Liability and Excess Liability Insurance 2022-2023

Recommendation: Approve Resolution 2022-249 for the Department of Utilities' general and excess liability insurance renewal proposal for December 31, 2022 to December 31, 2023 in the amount of \$175,433.

Background: The Utilities' insurance consultant, Aon Risk Solutions (Aon), negotiated a 4 percent premium increase for a renewal premium of \$29,340 for primary general liability with Everest National Insurance Company (Everest). The premium includes \$186 for terrorism coverage. This policy provides \$1,000,000 per occurrence and \$2,000,000 aggregate limit with no deductible. The overall premium increased due to operational payroll increases.

In addition, Aon negotiated a renewal premium of \$141,838 for excess liability with Associated Electric & Gas Insurance Services Limited (AEGIS). AEGIS is a mutual insurer formed by and serving the electric and natural gas utility industry. AEGIS also is offering a continuity credit to its members with 2022 renewals. Fremont's credit is \$11,162, which is deducted from the renewal premium. The premium is subject to a three percent Nebraska surplus lines tax of \$4,255. This policy provides \$10,000,000 in excess liability insurance.

The resulting renewal proposal for the December 31, 2022-2023 coverage period includes a combined premium of \$175,433, in comparison to last year's premium of \$160,514. (The comparison includes the surplus lines tax and continuity credit on the excess liability premium.) Staff's recommendation is to renew the expiring general and excess liability insurance program with Everest and AEGIS in the amount of \$175,433.

Fiscal Impact: Budgeted \$175,433.



City of Fremont Department of Utilities

General Liability and Excess Liability Renewal Proposal
Term: December 31, 2022 - December 31, 2023

Date: December 19, 2022



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This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in our Compensation Agreement or Engagement Letter.

Executive Summary

Aon is pleased to present City of Fremont with our renewal proposal for the General Liability and Excess Liability policies effective December 31, 2022, to December 31, 2023.

Our strategy was to work with the incumbent insurers, Everest, and AEGIS as they remain a stable alliance, AEGIS being the lead mutual insurance company for the utility industry. The Mutual's goal is to provide consistent limits at financially responsible premiums, while managing surplus to meet the obligations of past, present, and future members.

In October 2021, AEGIS announced the new edition of their policy form effective January 1, 2022.

- Areas of change include a cyber exclusion, pandemic exclusion, and affirmative coal residuals exclusion
- The Pollution Exclusion changed to notably only provide cover for "Domestic Wastewater". Domestic Wastewater is defined in the exclusion as meaning "domestic and municipal sewage including surface runoff... does not include industrial wastewater."
- The Pollution Exclusion does not define industrial wastewater; however, specifically notes that industrial wastewater includes, but is not limited to, "liquids carrying fly ash, bottom ash, boiler slag, flue gas desulfurization material, or any other coal combustion residuals, or any other wastes or byproducts from burning coal."

City of Fremont's coal generation is 75% (130 MW) of your total power generation exposure. And at least one known ash pond. Aon has offered City of Fremont to review the potential to secure coverage on Aon's proprietary environmental wrap policy that specifically includes coverage for industrial wastewater and will provide the information for review again.

AEGIS announced that they would be seeking excess liability increases of 10 - 15% from the Membership (including loss free accounts) to keep pace with the increase in both frequency and severity of the excess liability claims. Severity challenges come by way of expected and historic events: gas explosions, electric contact cases, auto accidents and wildfire, while verdicts and settlements remain unpredictable and above historic levels. We were able to negotiate AEGIS down to an 8% rate increase.

AEGIS added one new exclusion: Insurance Operations Exclusion. The intent is to exclude any captive operations.

Everest is seeking a modest 1% rate increase on the primary general liability policy. They were flat rated last year.

The 2022 – 2023 annual premium is now 175k vs 161k expiring: YOY rate increase of 7% or 15k. This is an excellent outcome! Within this proposal you will find our detailed premium and coverage analysis as well as the insurer quotes. We are available to discuss anything contained within in more detail.

Aon continues to find creative solutions for our client's overall risk transfer needs, whether it be additional limits or coverages, managing budgets with the use of increased retentions, co-insurance and/or captive solutions. On behalf of all of us here at Aon, we **thank you** for your business and continued trust in Aon to service your insurance and risk transfer needs.



Exposure Premium Rate Analysis

City of Fremont Department of Utilities YOY Exposure Premium Rate Analysis				
	12/31/2021 - 12/31/2022	12/31/2022 - 12/31/2023	YOY \$	YOY %
Rating Basis (Operational payroll):	\$2,668,933	\$2,731,296	\$62,363	2%
1M General Liability Premium	\$28,069	\$29,154	\$1,085	4%
TRIA Premium	\$189	\$186	-\$3	-2%
GL Deposit Premium Due Everest	\$28,258	\$29,340	\$1,082	4%
Blended Average Rate per 1k Operational Payroll	\$10.59	\$10.74	\$0.15	1%
10M Excess Liability Premium	\$136,568	\$149,000	\$12,432	9%
TRIA Premium	\$3,432	\$4,000	\$568	17%
Continuity Credit	-\$11,596	-\$11,162	\$434	-4%
Total Due AEGIS	\$128,404	\$141,838	\$13,434	10%
Blended Average Rate per 1k Operational Payroll	\$48	\$52	\$4	8%
AZ 3% Surplus Lines Tax	\$3,852	\$4,255	\$403	10%
Total Amount Due Excess	\$132,256	\$146,093	\$13,837	10%
Blended Average Rate per 1k Operational Payroll	\$50	\$53	\$4	8%
TOTAL DUE:	\$160,514	\$175,433	\$14,919	9%
Blended Average Rate per 1k Operational Payroll	\$60	\$64	\$4	7%
Total Limits	\$11,000,000	\$11,000,000	\$0	0%
Rate per 1M Limit	\$14,592	\$15,948	\$1,356	9%



Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated 12/19/2022 for General Liability and Excess Liability and provided in the Compensation for the Value We Deliver disclosure. We hereby instruct Aon Risk Services Central, Inc. ("Aon"; "Commercial Risk Solutions") to bind the insurance program(s) selected by Us and understand that Our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

Aon offers Data and Analytics tools that provide You access to reports and analytics including those related to insurers' capabilities, benchmarking and program design. To receive and access Aon's Data and Analytics tools and information over the course of the service period herein, Aon assesses a Data and Analytics charge, separate from any premiums due and calculated based on an amount of \$500 calculated per policy up to a maximum annually of \$20,000 where legally permitted to do so. This fee is fully earned upon invoicing. Aon's Data and Analytics tools contain no recommendations, suggestions or advice about the suitability of an insurer's products or services for You or Your organization's needs, and does not take into account individual circumstances. Before acting on the information contained within these tools, You should evaluate Your individual needs and/or those of Your organization and assess Your objectives and situation, and if necessary, seek appropriate advice, including from Your Aon broker. You acknowledge that the Data and Analytics charge is not a requirement of nor is it a condition to receiving Aon's brokerage services or to the purchase of insurance policies and is in addition to any other compensation earned by Aon hereunder.

Date: _____

On behalf of City of Fremont Department of Utilities: _____



Aon Casualty Service Team

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Vice President

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General Liability Coverage Comparison

City of Fremont Department of Utilities		
General Liability Coverage Comparison		
Carrier	Everest National	Everest National
Policy Term:	12/31/2021 - 12/31/2022	12/31/2022 - 12/31/2023
Rating Basis: Operational Payroll	\$2,668,933	\$2,731,296
Composite Rate:(per 1,000 of GL operational payroll)	\$10.5170	\$10.6740
Deposit Premium:	\$28,258	\$29,340
Minimum Premium:	N/A	N/A
Minimum Earned Premium:	N/A	N/A
Payable:	Agency Bill - Lump Sum	Agency Bill - Lump Sum
LIMITS OF LIABILITY:		
General Aggregate:	\$2,000,000	\$2,000,000
Products Completed Operations Aggregate:	\$2,000,000	\$2,000,000
Each Occurrence - Bodily Injury & Property Damage:	\$1,000,000	\$1,000,000
Personal & Advertising Injury Liability Limit:	\$1,000,000	\$1,000,000
Failure to Supply Aggregate Limit:	\$1,000,000	\$1,000,000
Damage to Rented Premises - Any One	\$1,000,000	\$1,000,000
Medical Expense Limit - Any One Person:	\$10,000	\$10,000
Employee Benefits Liability Per Claim:	N/A	N/A
Employee Benefits Liability Aggregate:	N/A	N/A
Time Element Pollution Per Occurrence:	subject to the per occurrence limit	subject to the per occurrence limit
Time Element Pollution Aggregate:	subject to the general aggregate limit	subject to the general aggregate limit
DEDUCTIBLES:		
General Liability:	NIL	NIL
Employee Benefits Liability:	N/A	N/A
Time Element Limited Pollution Liability	NIL	NIL
GENERAL LIABILITY COVERAGE:	ISO Form CG 00 01 04-13 edition	ISO Form CG 00 01 04-13 edition
Nebraska Governmental Immunity Endorsement	Y	Y Change from the current language is limited to the final paragraph: This POLICY is intended to insure against all or any part of the liability which is incurred by the INSURED arising out of its operations within another state where the INSURED's governmental immunity as a Nebraska political subdivision is not recognized as a defense to a claim made against the INSURED in another State .
Additional Insured - Blanket Basis (as required in a written agreement)	Y	Y
Blanket Waiver of Subrogation - Scheduled Person or Organization where required by	Y (GL enhancement form)	Y (GL enhancement form)
Broad Form Named Insured	Y > 50% ownership except for JVs, LLCs, LLPs (GL enhancement form)	Y > 50% ownership except for JVs, LLCs, LLPs (GL enhancement form)
Business Continuity	N	N
Composite Rated	Y - subject to annual audit	Y - subject to annual audit
Contractual Liability – Railroads	Y	Y
Contractual Liability (excluding breach of Coverage For Injury to Leased Workers	Y	Y
Coverage Territory	N	N
	United States, its possessions, territories, Canada & Puerto Rico	United States, its possessions, territories, Canada & Puerto Rico

Employees as Insured - includes Leased Workers and Volunteers	Y	Y
Fellow Employee Exclusion Deleted	Y	Y
Host Liquor Liability	Y	Y
In Rem	N	N
Incidental Medical Malpractice	Y	Y
Increased Supplementary Limits - in addition to limits	Y - increased Bails Bonds \$1,000 and Loss Of Earnings \$500 per day (GL enhancement form)	Y - increased Bails Bonds \$1,000 and Loss Of Earnings \$500 per day (GL enhancement form)
Knowledge of Occurrence	Y	Y
Liberalization Clause	N	N
Modified Definition of Bodily Injury to include Mental Anguish	Y	Y
Modified Definition of Coverage Territory - coverage applies anywhere for suits brought back to the United States, its possessions, territories, Canada & Puerto Rico	Y	Y
Modified Definition of Personal and Advertising Injury - includes third party discrimination and humiliation	N	N
Modified Expected or Intended Injury Exclusion - does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or	Y	Y
Limited Contractual Liability Coverage for Personal and Advertising Injury	Y	Y
Newly Acquired or Formed Entity – Automatic coverage	Y - 180 days > 50% ownership except for JVs, LLCs, LLPs	Y - 180 days > 50% ownership except for JVs, LLCs, LLPs
Non-Owned Aircraft	Y - liability assumed under insured contract	Y - liability assumed under insured contract
Non-Owned Watercraft	Y - less than 50 feet (GL enhancement form)	Y - less than 50 feet (GL enhancement form)
Notice of Cancellation	Y - 90 days	Y - 90 days
Notice of Cancellation to Third Parties	Y - 30 days	Y - 30 days
Notice of Occurrence	Y (GL enhancement form)	Y (GL enhancement form)
Premises Medical Expense Coverage - no fault coverage	Y	Y
Primary and Noncontributory	Y	Y
Property Damage to Alienated Premises Exclusion Deleted	N	N
Pro-Rata Cancellation, rating downgrade	N	N
Separation of Insureds	Y	Y
Terrorism	Y	Y
Time Element Limited Pollution Liability	Y - subject to the per occurrence/general aggregate limits Discovery Period: 30 days Notification Period: 90 days	Y - subject to the per occurrence/general aggregate limits Discovery Period: 30 days Notification Period: 90 days
Unintentional Errors & Omissions (Failure to Disclose Hazards)	Y (GL enhancement form)	Y (GL enhancement form)
Pollution Changes	Y	Y

STANDARD COVERAGE A BI/PD		
Aircraft, Auto, Watercraft	Y - see carve backs above	Y - see carve backs above
Contractual Liability	Y - breach of contract	Y - breach of contract
Damage to Impaired Property	Y	Y
Damage to Property	Y	Y
Damage to Your Product	Y	Y
Damage to Your Work	Y	Y
Electronic Data	Y	Y
Employers Liability	Y	Y
Expected or Intended Injury	Y	Y
Liquor Liability	Y - carve back for host liquor	Y - carve back for host liquor
Personal and Advertising Injury	Y - see coverage B - PI/AI	Y - see coverage B - PI/AI
Pollution	Y - carveback for hostile fire, Time Element Pollution	Y - carveback for hostile fire, Time Element Pollution
Product Recall	Y	Y
Recording and Distribution or Material In Violation of Law	Y	Y
Transportation of Mobile Equipment	Y	Y
War	Y	Y
WC and Similar Laws	Y	Y
STANDARD COVERAGE B AI/PI EXCLUSIONS:		
Breach of Contract	Y	Y
Contractual Liability	Y - carve back for insured contracts	Y - carve back for insured contracts
Criminal Acts	Y	Y
Electronic Chatrooms	Y	Y
Infringement of Copyright, Patent, Trademark or Trade Secret	Y	Y
Insureds in the Media Internet Business	Y	Y
Knowing Violation of Rights of Another	Y	Y
Material Published Prior to Policy Period	Y	Y
Material Published with Knowledge of Falsity	Y	Y
Pollution	Y	Y
Quality or Performance of Goods	Y	Y
Recording and Distribution or Material In Violation of Law	Y	Y
Unauthorized Use of Another's Name or War	Y	Y
Wrong Description of Prices	Y	Y
NOTABLE EXCLUSIONS:		
Access or Disclosure of Confidential or Personal Information	Y - with carve back for limited bodily injury	Y - with carve back for limited bodily injury
Asbestos	Y	Y
Designated Ongoing Operations	Y- Electric and Gas Utility Operations	Y- Electric and Gas Utility Operations
Employment Practices	Y	Y
Failure to Supply	Y - with carve back for sudden and accidental injury to tangible property	Y - with carve back for sudden and accidental injury to tangible property
Fungi/Bacteria	Y	Y
Known, Continuous, Progressive Injury or Lead	Y	Y
Nuclear Energy	Y	Y
Radioactive Matter	Y	Y
Silica	Y	Y
Unmanned Aircraft	Y	Y



Excess Liability Coverage Comparison

City of Fremont Department of Utilities Excess Liability Coverage Comparison		
Carrier	AEGIS	AEGIS
Policy Term	12/31/2021 - 12/31/2022	12/31/2022 - 12/31/2023
Annual Premium	\$136,568	\$149,000
TRIA Premium	\$3,432	\$4,000
Continuity Credit	-\$11,596	-\$11,162
TOTAL DUE:	\$128,404	\$141,838
Payable	Agency Bill - Lump Sum	Agency Bill - Lump Sum
Premium Due Date to Insurer	20 days from inception	20 days from inception
Minimum Earned Premium	N/A	N/A
Policy Retro Date	11/12/1986	11/12/1986
Policy Form:	AEGIS Policy Form 8100 (08/2019)	AEGIS Policy Form 8100 (02/2022)
POLICY LIMITS:	AEGIS	AEGIS
Each Occurrence*	\$10,000,000	\$10,000,000
General Aggregate	\$20,000,000	\$20,000,000
Joint Venture Each Occurrence: <i>Per Limit of Liability Section I.(B)(9) *</i>	percentage of interest calculation	percentage of interest calculation
Combined Products Liability and Completed Operations Liability Aggregate*	\$10,000,000	\$10,000,000
Failure to Supply Liability Aggregate*	\$10,000,000	\$10,000,000
Designated Services Professional Liability Aggregate	N/A - optional coverage	N/A - optional coverage
Medical Malpractice Injury Each Occurrence*	\$10,000,000	\$10,000,000
Wildfire Liability Aggregate*	\$10,000,000	\$10,000,000
Pollution Liability Aggregate	\$10,000,000	\$10,000,000
Employment Practices Liability Aggregate*	N/A - optional coverage	N/A - optional coverage
*Subject to the \$20,000,000 General Aggregate		
UNDERLYING SCHEDULE OF LIMITS:	AEGIS	AEGIS
A: Insured or Uninsured - Any One Occurrence		
General Liability	\$1,000,000	\$1,000,000
General Liability - Water Utility Operations only	\$5,000,000	\$5,000,000
Pollution Liability	\$1,000,000	\$1,000,000
Automobile Liability	\$5,000,000	\$5,000,000
Employer's Liability	\$1,000,000	\$1,000,000
B: Any one occurrence not covered by underlying insurance	\$500,000	\$1,000,000 - asked to amend to \$500,000

AEGIS ENDORSEMENT DESCRIPTION:	ENDORSEMENT NUMBER:	ENDORSEMENT NUMBER:
Employment Practices Liability Endorsement (coverage not purchased)	2	1
Employment Practices Liability Exclusion	3	2
Insurance Coverage Operations Exclusion	N/A	3
Coverage Amendment Endorsement ("attributable to the electric, gas, water or sewage operations of the Fremont Nebraska Department of Utilities serving the City of Fremont, the City of Cedar Bluffs and surrounding areas")	4	4
Methyl Tertiary-Butyl Ether and Lead Exclusion	5	5
Nebraska Governmental Immunity Endorsement	6	6 Change from the current language is limited to the final paragraph: This POLICY is intended to insure against all or any part of the liability which is incurred by the INSURED arising out of its operations within another state where the INSURED's governmental immunity as a Nebraska political subdivision is not recognized as a defense to a claim made against the INSURED in another State .
Primary Insurance Endorsement (Amended Condition (H) Other Insurance)	7	7
Additional Insureds - Blanket Basis (Certificate Holders)	8	8
Amended Notice of Cancellation Endorsement (90 days for Non-Renewal, 10 days for Non-Payment, 30 days for Third Parties required by written contract)	9	9
Business Continuity Endorsement	10	10
Member with Voting Rights Endorsement	11	11
Terrorism Limits Endorsement	12	12 (Or Endt 13 to exclude Terrorism)
Amended Definitions - Wildfire (DD), Wildfire Liability (EE)	1	N/A - included with new policy form

Insurer Quotes



0. Everest GL Quote
12.14.2022.pdf



EIL 01 510.pdf



1. Aegis XS Liabilit
quote 2022.pdf

AEGIS has advised they are unable to keep the 500k uninsured SIR and the uninsured SIR will be increasing to \$1m effective the renewal date of 12/31/2022. The underwriter also advised, the correction should have been made years prior, but it was deferred. It is the stance of AEGIS that the retentions should be as clear as is possible, and based on Condition (M) Uncollectibility of Underlying Insurance, which could/would conceivably result in the \$1m attachment point based on the underlying Everest limit moving the retention to \$1m should alleviate potential confusion caused by the \$500k retention.

Details of Payment Terms

- Agency Bill - Annual Premium Due Upon Receipt of Invoice



Appendix

Compensation for the Value We Deliver



Compensation for the Value We Deliver

Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement.

For policy level commissions, Aon endeavors to receive compensation using standard commission rates by line of business that we seek to achieve with insurers in advance of individual policy placements. We believe this creates a fairer marketplace among insurers and allows our insurers to focus on the client's needs and risk history, not on commission rate negotiation. In turn, because insurers will be evaluated on their capabilities, clients will be able to more easily compare quotes.

Aon's standard commission rates differ by line of business and, when placed in the U.S. market, are up to the following commission rates: Aviation, 17.5%; Casualty, 18.5%; Cyber, 17.5%; Energy, 20%; Entertainment, 20%; Environmental, 18%; Marine 20%; Med Mal/ Healthcare, 17.5%; Professional/ E&O, 17.5%; Property, 18%; Product Recall, 20%; Financial Lines, 18%; Healthcare, 20%; Surety, 35%; Terrorism, 25%; Trade Credit, 17.5%; and Workers Compensation, 15%. Where an Aon broker is placing a policy in the London or Bermuda market, Aon endeavors to earn 20% on those lines of business. Where Aon has created a facility with proprietary terms and conditions negotiated, the Aon standard commission rates range from 20% – 22.5%. Some lines of business are not conducive to standardization because they are subject to state filing regulations, state-specific rates and/or industry-specific rates. The standard commission rates we achieve do not include program business (e.g., franchises, sponsored groups) or large deductible programs.

In addition, Aon provides certain administrative and other related placement services to markets. Compensation of up to 7.5% for these services may take the form of a national additional commission (NAC) or a subscription market brokerage (SMB). Collecting these commissions will not change the premium quoted.

Compensation paid to Aon may vary based upon a number of factors, including the insurance contract and the insurer you select, the volume of business and/or profitability of business we place with each insurer. Therefore, Aon may be considered to have an incentive to place insurance coverages with a particular insurance company. We strive for transparency with each Client and the final decision regarding coverage and market options is the Client's decision.

If you are interested in receiving Aon's standard commission grid and/or a Commission Disclosure Report identifying the individual commission rates on your placements or compensation expected to be received based in whole or in part on any alternative quotes, ask your Account Executive or write us at

aon.us.broking@aon.com.



About

Aon plc (NYSE: AON) exists to shape decisions for the better—to protect and enrich the lives of people around the world. Our colleagues provide our clients in over 120 countries with advice and solutions that give them the clarity and confidence to make better decisions to protect and grow their business.

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The information contained herein and the statements expressed are of a general nature and are not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information and use sources we consider reliable, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

www.aon.com

RESOLUTION NO. 2022-249

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the purchase of primary general liability with Everest National Insurance Company (Everest) and excess insurance with Associated Electric & Gas Insurance Services Limited (AEGIS).

WHEREAS, the City of Fremont solicited proposals for Primary General Liability and Excess Insurance with Everest National Insurance Company (Everest) and Associated Electric & Gas Insurance Services Limited (AEGIS) through Aon Risk Solutions (Aon); and

WHEREAS, it is recommended that the policies be renewed with Everest in the amount of \$29,340 and AEGIS in the amount of \$146,093.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the Primary General Liability policy with Everest at a cost of \$29,340 and the Excess Liability policy with AEGIS at a cost of \$146,093 with an effective date of December 31, 2022 and to authorize the Mayor to sign required documents.

PASSED AND APPROVED THIS 27th DAY OF DECEMBER, 2022.

Joey Spellerberg, Mayor

ATTEST:

Tyler Ficken, City Clerk

COUNCILMEMBER(S) REPORT

TO: Honorable Mayor and City Council

FROM: Councilmember Vaughan, Ward 3
Councilmember Jensen, Ward 3
Councilmember Gibson, Ward 1
Councilmember Ganem, Ward 4
Councilmember Lathrop, Ward 4
Councilmember Sookram, Ward 2

DATE: December 27, 2022

SUBJECT: Meeting Agenda Approval Standardization

Recommendation: Move to hold first reading of Ordinance 5635.

Background: It has become apparent to many Council Members and many in the community that our Council Meetings are not currently formatted for smooth and productive discussion of the important topics brought before us.

Too much time and energy is being consumed by unnecessary inquiry and debate of routine matters, which ultimately take away from the Council's ability to adequately discuss and debate the more impactful items facing our community.

We are proposing that future concerns regarding items comprising the Consent Agenda be brought forth to City staff and or the appropriate Council member for potential resolution before Council meetings. In the event resolution or clarity is not achieved in time, any member of Council, the City Administrator or the Mayor can still add the item to the regular agenda for further discussion.

Fiscal Impact: None

Sec. 2-106. Agenda for meetings.

All matters for consideration at any regular meeting or formal study session of the City Council shall be submitted in writing and filed in the office of the City Clerk. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one (1) Council Member, or authorized by the Mayor or the City Administrator.

No matters shall be removed from the consent agenda unless requested by one (1) Council Member, the Mayor, or the City Administrator. The City Council may refuse to permit the removal of any item from the consent agenda by motion. Ultimate approval of the entire agenda, including the consent agenda, is enacted by a majority vote of the City Council.

ORDINANCE NO. 5635

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING CHAPTER 11, ARTICLE 3, SECTION 11-314.10, AND REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, SECTION 2-106 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION 1(a): Chapter 11, Article 3, Section 11-314.10 – Public Meetings and Hearings:

Sec. 11-314.10. Public meetings and hearings.

- ~~A. — *Generally.* All meetings of city council, planning commission, and board of adjustment shall be open to the public except as otherwise provided by the Nebraska Open Meetings Act set out in NRS § 84-1410.~~
- ~~B. — *Joint Meetings.* Any public hearing required by this UDC or the laws of the state of Nebraska may be held jointly with any public hearing required to be held by any other commission, or board, except the board of adjustment. Such joint meetings may be held after public notice as required by law.~~
- ~~C. — *Consent Agenda.* The consent agenda may consist of all matters brought before city council, planning commission, or board of adjustment for action that does not require a public hearing. All items on the consent agenda may be approved simultaneously by one motion without comment or debate. An item may be removed from the consent agenda by the chair, prior to approval, at the request of any member of city council, planning commission, board of adjustment, city staff, or the general public. Items removed from the consent agenda shall be considered on the regular agenda.~~
- ~~D. — *Public Hearings.*~~
 - ~~1. — *Procedures.* City council, planning commission, and board of adjustment will adopt rules of procedure for the conduct of public hearings. The following general procedures shall be reflected in the adopted rules of procedure.~~
 - ~~a. — Any person may appear at a public hearing, submit evidence, and be heard.~~
 - ~~b. — If a speaker represents an organization, the body conducting the hearing may request written evidence of that person's authority to speak on behalf of the group in regard to the matter under consideration.~~
 - ~~c. — Persons appearing at a public hearing shall identify themselves and state their address and similar information about any organization they represent.~~
 - ~~d. — Citizens, applicants, and the city have the right to present expert witnesses.~~
 - ~~e. — The chairperson may impose a reasonable time limit on speakers and may limit testimony that is irrelevant or redundant.~~
 - ~~2. — *Representation.* Persons appearing before city council, planning commission, or board of adjustment may appear in person or through a representative or agent. The representative or agent shall provide~~

- ~~satisfactory proof of his or her authority upon the request of the city council, planning commission, or board of adjustment.~~
3. ~~*Quorum.* The number of members of city council, planning commission, or board of adjustment that is required in order to constitute a quorum is set out in the applicable subsections of Section 11-303, *Bodies Established and Authorized*, or FMC, Chapter 2, Administrative.~~
4. ~~*Decisions.*~~
- a. ~~Except where this UDC, FMC, or state statutes provides otherwise, official action requires the favorable vote of a majority of a quorum present.~~
- b. ~~The concurring vote of four members of the board of adjustment shall be necessary to reverse any order, requirements, decision, or determination of any administrative official, consistent with FMC § 2-203.~~
- c. ~~Except when voice votes are authorized, a vote shall be conducted in such a manner that the public may know the vote of each person entitled to vote.~~
5. ~~*Time Limitation for Decisions.*~~
- a. ~~For zoning change (i.e. rezoning) applications, if the planning commission does not provide a recommendation to the city council within 60 days after the planning commission begins consideration of the matter, the planning commission shall either request an extension from the city council or make a final report to the city council. If no extension is granted or no final report is made within the 60 day period, then the proposed amendment shall proceed to the city council as a final report with no recommendation.~~
- b. ~~For preliminary plats, the planning commission shall approve, approve with conditions, or disapprove the preliminary plat within 60 days after its submission.~~
6. ~~*Conditions of Approval.* Some procedures set out in this UDC authorize the decision making body to impose such conditions upon the premises benefited by the approval as may be necessary to reduce, minimize, or eliminate potential adverse impact upon other property in the area, or to carry out the general purpose and intent of the comprehensive plan and this UDC. In such cases, any conditions attached to approvals shall be directly related to the impacts of the proposed use or development and shall be roughly proportional in both extent and amount to the anticipated impacts of the proposed use or development or shall carry out the general purpose and intent of the comprehensive plan and this UDC. No conditions of approval, except for those attached to variance or minor adjustment approvals, shall be less restrictive than the requirements of this UDC.~~

SECTION I(b). Chapter 2, Article 1, Section 2-106 – Agenda for Meetings:

Sec. 2-106. Agenda for meetings.

All matters for consideration at any regular meeting or formal study session of the City Council shall be submitted in writing and filed in the office of the City Clerk. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one (1) Council Member, or authorized by the Mayor or the City Administrator.

No matters shall be removed from the consent agenda unless requested by at least one (1) Council Member, the Mayor, or the City Administrator. ~~The City Council may refuse to permit the removal of any item from the consent agenda by motion.~~ Ultimate approval of the entire agenda, including the consent agenda, is enacted by a majority vote of the City Council.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____, 2022 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022:

Joey Spellerberg, Mayor

Attest:

Tyler Ficken, City Clerk